



*The Niagara Catholic District School Board through
the charisms of faith, social justice, support and leadership,
nurtures an enriching Catholic learning community for all
to reach their full potential and become living witnesses of Christ.*

AGENDA AND MATERIAL

SPECIAL BOARD MEETING

**TUESDAY, SEPTEMBER 10, 2013
9:00 P.M.**

*FATHER KENNETH BURNS, C.S.C. BOARD ROOM
CATHOLIC EDUCATION CENTRE, WELLAND, ONTARIO*



A. ROUTINE MATTERS

1. Opening Prayers -
2. Roll Call -
3. Approval of the Agenda -
4. Declaration of Conflict of Interest -

B. COMMITTEE AND STAFF REPORTS

1. Apple Canada Purchase Approval B1

C. BUSINESS IN CAMERA

D. REPORT ON IN CAMERA SESSION

E. MOMENT OF SILENT REFLECTION FOR LIFE

F. ADJOURNMENT

BOARD BY-LAWS EXCERPT

Special Meetings of the Board

Special meetings of the Board shall be held by order of the Board, on the written request of three (3) trustees, to the Chairperson or the Director, on the call of the Chairperson, or at the request of the Director of Education. The trustees shall be given a twenty four (24) hour notice for special meetings except in emergency situations. Such meetings shall be called for specific reasons. Such subjects shall be stated in the notice calling the meeting. Notwithstanding any other provisions to the Board's By-Laws, no other business shall be considered at a special meeting other than the subjects stated in the notice.

**TO: NIAGARA CATHOLIC DISTRICT SCHOOL BOARD
SPECIAL BOARD MEETING
SEPTEMBER 10, 2013**

PUBLIC SESSION

TOPIC: APPLE CANADA PURCHASE APPROVAL

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the purchase of Apple products and the operating lease financed through HP Financial Services, for the following computer equipment, as presented:

- 1,040 iPad mini 16GB with Wi-Fi
- 52 iMac 21.5-inch 2.7GHz WQuad-core Intel Core i5
- 1 Mac Pro 2.4GHz 12-Core Intel Xeon
- 52 Bretford Roller 20 for Ipad Mini LTN – USA

Prepared by: Giancarlo Vetrone, Superintendent of Business & Financial Services
Mario Ciccarelli, Superintendent of Education

Presented by: Giancarlo Vetrone, Superintendent of Business & Financial Services
Mario Ciccarelli, Superintendent of Education

Recommended by: John Crocco, Director of Education/Secretary-Treasurer

Date: September 10, 2013



REPORT TO THE SPECIAL BOARD MEETING SEPTEMBER 10, 2013

APPLE CANADA PURCHASE APPROVAL

BACKGROUND INFORMATION

At the May and June 2013 Board Meetings the Board approved the Niagara Catholic Strategic Directions System Priorities and Board Budget for 2013-2014, which included a provision for the acquisition of computer equipment through an operating lease over a period of three years. As noted in Appendix A the computer equipment is as follows:

1,040	iPad mini 16GB with Wi-Fi
52	iMac 21.5-inch 2.7GHz WQuad-core Intel Core i5
1	Mac Pro 2.4GHz 12-Core Intel Xeon
52	Roller 20

For the review of the Trustees, we enclose the following information:

APPENDIX A	Apple Canada Inc. Education Price Quote
APPENDIX B	HP Financial Services Operating Lease
APPENDIX C	Apple Canada Inc. Sole Sources

Apple Canada Inc. is a sole source for all computer products, software, and accessories compatible with OS X computing systems. Sole sourcing is necessary because no other vendor is authorized to sell OS X compatible computing hardware, nor iPad mini OS compatible touch devices to educational institutions. Therefore, to maximize compatibility a sole-source contract is appropriate and supported through our Purchasing/Supply Chain Management Policy.

In compliance with the Board's Purchasing/Supply Chain Management Policy, the pricing quote submitted by Apple Canada Inc. on August 16, 2013 has a total value of greater than \$500,000. With the total value of the purchase at approximately \$667,763, the Board of Trustees is required to formally approve the purchase and three year operating lease, as recommended and approved by the Director of Education.

In accordance with Niagara Catholic's System Priority to "enhance technology for optimal learning and aligned with our direction to implement the second year of our Niagara Catholic Blueprint for technology".

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Recommended by: John Crocco, Director of Education, Secretary/Treasurer
Date: September 10, 2013

Apple Canada Inc. Education Price Quote

APPENDIX A

Customer:	Mario Ciccarelli NIAGARA CATHOLIC DISTRICT SCH BRD 9057350240 x 230 phone mario.ciccarelli@ncdsb.com email	Apple Canada Inc:	Matt Walkinshaw 7495 Birchmount Road MS: 712-RE Markham, ON L3R 5G2 ph fax walkinshaw@apple.com email
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Apple Quote:	2200924911	
Quote Date:	16-Aug-2013	-
Quote Valid Until:	15-Sep-2013	
Opportunity ID:	141533830	

Quote Comments:

Part Number	Details & Comments	Qty	Unit List Price	Extended List Price
1	BJ042C/A iPad mini 16GB with Wi-Fi - Black and Slate (10 Pack) with AppleCare+	104	3,880.00	403,520.00
2	MD093LL/A iMac 21.5-inch: 2.7GHz Quad-core Intel Core i5 065-0630 2.7GHz Quad-core Intel Core i5, Turbo Boost up to 3.2GHz 065-0635 8GB 1600MHz DDR3 SDRAM - 2x4GB 065-C13P 1TB Serial ATA Drive @ 5400 rpm 065-0651 NVIDIA GeForce GT 640M 512MB GDDR5 065-0661 Magic Mouse 065-0664 Apple Wireless Keyboard (English) / User's Guide (English)	52	1,249.00	64,948.00
3	S2504Z/A AppleCare Protection Plan for iMac - Auto-enroll	52	139.00	7,228.00
4	MD771LL/A Mac Pro 2.4GHz 12-Core Intel Xeon 065-C11Y Two 2.40GHz 6-Core Intel Xeon (12 cores) 065-C127 12GB (6X2GB) 065-C12X ATI Radeon HD 5770 1GB 065-C12G 1TB 7200-rpm Serial ATA 3Gb/s 065-C131 One 18x SuperDrive 065-9589 Apple Magic Mouse 065-9593 Apple Keyboard with Numeric Keypad (English) / User's Guide (English)	1	3,549.00	3,549.00
5	S2505Z/A AppleCare Protection Plan for Mac Pro - Auto-enroll	1	219.00	219.00
6	HB719LL/A BRETTFORD ROLLER 20 FOR IPAD MINI LTN-USA	52	2,099.95	109,197.40
Edu List Price Total				588,661.40
eWaste Fee / Recycling Fee				2,279.50
- Estimated Sales Tax				76,822.32
-				-
Extended Total Price*				667,763.22

Completing your order is easy:

*Reference Apple Quote number 2200924911 on your Purchase Order
*Fax a copy of this quote along with your Purchase Order to 1-800-903-5285:

Apple Canada Inc.
7495 Birchmount Road
MS: 712-RE

Exhibit A to Master Agreement

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE PPSA), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.



HP Financial Services

Master Agreement Number 3260680606
Schedule Number 326068060600011
IPADS

MASTER LEASE AND FINANCING AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Canada Company ("Lessor") and Niagara Catholic District School Board ("Lessee") are parties to the Master Lease and Financing Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease, a separate Financing or, a separate Lease and a separate Financing, as the case may be, between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

- A. Description of Items of Leased Equipment Total Cost
- See Attached Appendix "A" \$590,940.90
- B. Initial Term: 36 Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether Rent is payable monthly or quarterly as specified in Section 3 below) in which the Acceptance Date occurs).

2. FINANCING.

- A. Description of Financed Items Total Cost
- N/A
- B. Term: 36 Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether Rent is payable monthly or quarterly as specified on Section 3 below) in which the Acceptance Date occurs).
- C. Financing Rate: _____% per annum, calculated and payable _____ monthly _____ quarterly (check one) in arrears.

3. RENT:

Total Rent: **\$15,553.00 per month plus applicable tax**

RENT is payable: in advance _____ in arrears (check one)
 monthly _____ quarterly (check one)

DAILY RENT:

For Lease: _____ (i.e., the Rent payment specified above expressed on a per diem basis, assuming a 360 day year and 30 day months)
For Financing: _____ (based on the above Financing Rate, and interest only)

For Financings, the Financing Rate generally equals the rate of interest that would cause the present value of the Rent payable over the Term, calculated as of the First Payment Date and assuming monthly or quarterly (as applicable) compounding, to equal the Total Cost of the Financed Items.

Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing plus any applicable Taxes. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the month or quarter (as applicable) in which the Acceptance Date occurs.

For Financings, all payments of Rent (other than Daily Rent, which is interest only), whether to be made in advance or in arrears, shall be deemed to be blended payments of Principal and interest (calculated and payable in arrears at the Financing Rate), and shall be applied first to accrued and unpaid interest and next on account of Principal, with interest on overdue amounts calculated and payable on demand in accordance with the Master Agreement.

4. **PRICING EXPIRATION DATE September 30, 2013.** Lessor's obligation to purchase and lease the Equipment or fund and finance the Financed Items is subject to the Acceptance Date being on or before the Pricing Expiration Date.
5. **EQUIPMENT LOCATION:** See Attached Appendix "A"
6. **SELLER:** Apple Canada Inc.
7. **LESSEE'S END-OF-LEASE-TERM OPTIONS.** Lessee may choose to exercise one of the following options upon the natural expiration of the Initial Term, any Renewal Term (as defined below) and any automatic extension of the Initial Term or any Renewal Term; provided, however, that Lessee must give Lessor written notice of Lessee's choice ("End-of-Term Notice") not less than ninety (90) days before the expiration of the relevant term:
(a) **Purchase Option.** Lessee may elect to purchase any or all Units of Equipment then subject to this Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the Term

Applicable Term, provided no Lessee Default shall have occurred and be continuing. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the last day of the Then Applicable Term. If Lessee shall have so elected to purchase any of the Units of Equipment, shall have so paid the applicable purchase price and shall have fulfilled the terms and conditions of this Master Agreement, then on the last day of the Then Applicable Term (1) the Lease with respect to such Units of Equipment shall terminate and, except as provided in Section 26(m) of the Master Agreement, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Units of Equipment, and (2) subject to applicable law, Lessor shall transfer all of its interest in such Units of Equipment to Lessee "AS IS, WHERE IS," without any representation or warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

(b) **Renewal Option.** Lessee may elect to renew the Lease with respect to any or all Units of Equipment then subject to this Lease (other than items of Software that may not be re-leased by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Rental Value of such Units of Equipment as of the end of the Then Applicable Term. In the event of such an election, Lessee shall enter into a mutually agreeable renewal agreement with Lessor ("Renewal Agreement") on or before the last day of the Then Applicable Term confirming the Units of Equipment as to which the Lease is to be renewed, the period for which the Lease is to be renewed (the "Renewal Term"), and the amount of Rent and the times at which such Rent is to be payable during the Renewal Term. In the event Lessor and Lessee are unable to agree on the Fair Rental Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

(c) **Return.** Lessee may elect to return any or all of the Units of Equipment then subject to this Lease in accordance with Section 7 of the Master Agreement.

(d) **Automatic Extension.** If Lessee fails to deliver to Lessor an End-of-Term Notice, the Initial Term or Renewal Term shall, without any additional notice or documentation, be automatically extended for successive calendar months with respect to all items of Equipment then subject to this Lease through the end of the calendar month falling at least 90 days after the date Lessee shall have delivered to Lessor an End-of-Term Notice with respect to such Lease. For each calendar month that the Then Applicable Term of this Lease is so extended, Lessee shall pay to Lessor Rent in an amount equal to the monthly Rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the Rent payment then in effect in the case of Rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

If Lessee shall have delivered to Lessor an End-of-Term Notice with respect to this Lease, but shall have subsequently failed to comply with its obligations arising from its elections specified therein, then the Then Applicable Term of this Lease shall, without any additional notice or documentation, be automatically extended for successive calendar months with respect to all items of Equipment as to which Lessee shall have so failed to comply with its obligations through the end of the calendar month in which Lessee shall have complied with such obligations. For each calendar month that the Then Applicable Term of this Lease is so extended, Lessee shall pay to Lessor Rent in an amount equal to the monthly Rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the Rent payment then in effect in the case of Rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

Notwithstanding any of the provisions of this Section 7 to the contrary, if any Lessee Default shall have occurred and be continuing at any time during the last 90 days of the Then Applicable Term of this Lease, Lessor may cancel any Renewal Term or optional or other automatic extension of the Then Applicable Term immediately upon written notice to Lessee.

8. **ADJUSTMENTS TO SCHEDULE.** Lessee acknowledges that the Total Cost of Equipment and Financed Items and the related Rent payments set forth in this Schedule may be estimates, and if the final invoice from the Seller specifies a Total Cost that is more or less than the Total Cost set forth in this Schedule, Lessee hereby authorizes Lessor to adjust the applicable Total Cost and Rent payment on this Schedule to reflect the final invoice amount (the "Final Invoice Amount"). However, if the Final Invoice Amount exceeds the estimated Total Cost by more than 5%, Lessor will notify Lessee and obtain Lessee's prior written approval of the aforementioned adjustments. If Lessee fails to so approve any such adjustments within 15 days of Lessor's request, then this Schedule shall terminate without penalty to either Lessor or Lessee and Lessee shall be solely responsible to the Supplier for all obligations arising under the applicable Purchase Documents, including, without limitation, the obligation to purchase Equipment and pay Financed Items. All references in this Schedule to Total Cost and Rent shall mean the amounts thereof specified herein, as adjusted pursuant to this Section. Lessee also acknowledges that the Equipment and Financed Items described herein may differ from the description of the Equipment and Financed Items set forth in the related Acceptance Certificate executed by Lessee. Lessee hereby authorizes Lessor to conform the description of the Equipment and Financed Items set forth herein to the description thereof in the related Acceptance Certificate executed by Lessee. All references in this Schedule to the Equipment subject to a Lease and the Financed Items subject to a Financing shall mean the Equipment and Financed Items described herein, as conformed to the related Acceptance Certificate pursuant to this Section.

9. **HYPOTHEC:** Where Lessor or any of the Equipment is located in the Province of Québec, for purposes of Section 21 of the Master Agreement the Principal amount of the hypothec created thereby, if applicable, is Cdn\$N/A, with interest thereon at the rate of 25% per annum.

10. **ADDITIONAL PROVISIONS:** _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE, IF ANY, AND LESSOR AND LESSEE AGREE TO ENTER INTO A FINANCING OF THE FINANCED ITEMS DESCRIBED IN SECTION 2.A ABOVE, IF ANY. SUCH LEASE AND/OR FINANCING WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE: NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY

BY: _____

BY: _____

Name and Title

Name and Title

Date

Date

Robin McNaughton
Niagara Catholic District School Board
July 19, 2013

Dear Sirs/Mesdames:

Re: Apple Education Purchase Program ("EPP")

Please be advised that Apple Canada Inc. ("Apple") maintains a sole source direct sales model for its Education Customers through the Apple EPP.

In general, Authorized Apple Resellers are prohibited by the terms of their agreement with Apple from selling to Education Customers. Exceptions exist, however and Apple may authorize an Integrated or Proprietary Value Added Reseller ("VAR") to sell Apple Products to Education Customers if Apple Products are part of a specific solution that is required by the Education Customer.

While the use of VARs allows Apple to extend its presence in the education community, this does not affect Apple's status as your sole source for Apple products.

Please be reminded that since Authorized Apple Resellers are not permitted to sell Apple Products to Education Customers, the sale of Apple Products to Education Customers by anyone, other than Apple selling directly or through an authorized Integrated or Proprietary VAR, generally cannot occur unless an Authorized Apple Reseller has breached its contract with Apple.

You can count on Apple to be your continued sole source for all Apple branded products and services that you purchase in the original course of your institution's business. If you have any questions regarding Apple's Education Purchase Program, or if you would like to inquire about a specific reseller's authorization status with Apple, please contact your Apple Account Executive or Apple Canada Channel Operations at channel.info@apple.com.

Sincerely,
APPLE CANADA INC.
Sales Contracts Management