

MARIEMONT CITY SCHOOL DISTRICT

Special Board of Education Meeting Mariemont Board of Education Office April 4, 2013 9:00 a.m.

Call to Order

The Board of Education of the Mariemont City Schools was called to order at 9:00 a.m. in the Mariemont Board of Education office on April 4, 2013 , with President Braun in the chair.

Roll Call

Mrs. Braun, Mr. Flynn, Mrs. Huenefeld, Mrs. Walter and Mr. White were present. Mrs. Lucas was present.

Pledge of Allegiance

Treasurer's Report

A. Approve I-Pad Lease Agreement

Exhibit

Mrs. Braun moved, seconded by Mr. White, to approve the motion contained in the Treasurer's Report as presented. Vote: Mrs. Walter, aye; Mr. White, aye; Mrs. Braun, aye; Mr. Flynn, aye; and Mrs. Huenefeld, aye. Motion carried.

Executive Session

Mrs. Braun announced that it was necessary to go into executive session to discuss personnel and compensation issues.

Mrs. Huenefeld moved, seconded by Mrs. Walter, to do so. Vote; Mr. White, aye; Mrs. Braun, aye; Mr. Flynn, aye; Mrs. Huenefeld, aye; and Mrs. White, aye. Motion carried.

Out of Executive Session

Adjournment

There being no further business to come before the board Mrs. Braun made a motion, seconded by Mr. Flynn that the meeting be adjourned to meet at the call of the president. Vote: All present were in favor.

Certification

I certify that the above is a true and correct copy of the proceedings of the Regular Board Meeting of the Mariemont Board of Education.

* - Contingent upon receipt of a satisfactory criminal records check as determined by the superintendent of schools.

President

Treasurer

**ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT
(MLA # 7739734)**

THIS ADDENDUM TO MASTER LEASE AGREEMENT, dated as of 4-4-13, 2013, is by and between Mariemont City School District, as Lessee, and **APPLE, INC.**, as Lessor.

BACKGROUND

A. By that certain Master Lease Purchase Agreement # 7739734 dated 4-4-13, 2013, by and between Lessor and Lessee (the "Master Agreement"), Lessor agreed to lease to Lessee certain personal property, upon and subject to the terms and conditions set forth in the Master Agreement and all Schedules executed, whether now or hereafter, thereunder.

B. Lessor and Lessee desire to amend the terms and conditions of the Master Agreement upon and subject to the terms and conditions of this Addendum, but only for purposes of each Schedule executed on or after the effective date of this Addendum.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. **Amendment to Master Agreement.** The Master Agreement is amended as follows:

Section 24 is amended by adding the following language to the end of that Section:

"Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of both parties using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party."

2. **Effective date.** This Addendum is executed to be effective the same day as the Master Agreement, and is incorporated into and made a part of the Master Agreement.
3. **Effect of Addendum.** All terms and conditions of the Master Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Addendum as of the date first set forth above.

Mariemont City School District

APPLE, INC.

By: Natalie Lucas
Title: Treasurer/CFO

By: _____
Title: _____

EXHIBIT A

Master Lease Purchase Agreement # 7739734

Lease Schedule # 002

LESSOR: APPLE, INC.
300 E. JOHN CARPENTER FWY #204
IRVING, TX. 75062

LESSEE: MARIEMONT CITY SCHOOL DISTRICT
2 WARRIOR WAY
CINCINNATI, OH 45227

EQUIPMENT SCHEDULE

Apple personal computers, servers, and networking equipment not to exceed **\$71,850.00**. Equipment configuration to be determined by invoices presented to Apple, Inc., as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:	TRANSACTION SUMMARY
# OF RENTS: 3 @ \$25,764.04 (net of applicable taxes)	Equipment Cost: \$ 71,850.00
PAYABLE: 1 @ \$25,764.04 due 7/15/2013, 1 @ \$25,764.04 due 7/15/2014	Total Cost to Lessor's Assignee: \$ 71,850.00
1 @ \$25,764.04 due 7/15/2015	
LEASE TERM: 36 Months LEASE RATE: 0.35258	
Effective Interest Rate based on Total Cost to Lessor's Assignee: 5.77%	
EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 Out Purchase Option	
Equipment Location (if different from Lessee address above): _____	
Lessee Contact/Telephone: Linda Lee	
THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.	

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

<p>ACCEPTED BY: LESSOR: APPLE, INC.</p>	<p>PROPOSED BY: LESSEE: MARIEMONT CITY SCHOOL DISTRICT</p>
<p>BY: _____</p> <p>PRINT NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>BY: <u>Natalie Lucas</u></p> <p>PRINT NAME: <u>Natalie Lucas</u></p> <p>TITLE: <u>Treasurer/CFO</u></p> <p>DATE: <u>3-22-13</u> FED TAX ID#: <u>31-600846</u></p>