

RONALD REAGAN CHARTER SCHOOL ALLIANCE

Sycamore Academy of Science and Cultural Arts

Special Board Meeting Agenda

Renaissance Plaza

32326 Clinton Keith Road, Suite 202

Wildomar, CA 92595

Phone: (951) 678-5217

THURSDAY, April 25, 2013 @ 6:00 p.m.

Board Members Participating by Teleconference:

Prapanna Smith: 755 Casey Street, Angels Camp, CA 95222

Craig Richter: 5205 Calle Morelia, Santa Barbara, CA 93111

Board Members

William Sampson, President

Roland Skumawitz, Secretary/Treasurer

Ingrid Flores

Craig Richter

Prapanna Smith

1.0 CALL TO ORDER

Introduction of Guests

The meeting was called to order by the Board Chair at _____.

2.0 OPEN GENERAL SESSION

ROLL CALL

Present Absent

Mr. William Sampson

Mr. Roland Skumawitz

Dr. Ingrid Flores

Mr. Craig Richter

Dr. Prapanna Smith

Other guests present:

3.0 PLEDGE OF ALLEGIANCE

4.0 APPROVAL OF THE AGENDA

Motion: _____ Second: _____ Vote: _____

ROLL CALL

Aye

Nay

Abstentions

Mr. William Sampson

Mr. Roland Skumawitz

Dr. Ingrid Flores

Mr. Craig Richter

Dr. Prapanna Smith

- 5.0 INVITATION TO ADDRESS THE BOARD, OPEN SESSION ITEMS:** Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

6.0 DISCUSSION ITEMS:

6.1 InSite Charter School Services Agreement (Attachment 6.1)

Review and discuss InSite Charter School Services Agreement.

7.0 BOARD COMMENTS

Governing Board comments and introduction of issues that may be addressed at future meetings.

8.0 ADJOURNMENT

Motion: _____ Second: _____ Vote: _____

ROLL CALL

	Aye	Nay	Abstentions
Mr. William Sampson	_____	_____	_____
Mr. Roland Skumawitz	_____	_____	_____
Dr. Ingrid Flores	_____	_____	_____
Mr. Craig Richter	_____	_____	_____
Dr. Prapanna Smith	_____	_____	_____

The meeting was adjourned at _____.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Sycamore Academy of Science and Cultural Arts

Telephone, (951) 678-5217;

FOR MORE INFORMATION

For more information concerning this agenda, please contact Sycamore Academy of Science and Cultural Arts

Telephone, (951) 678-5217.



April 23, 2013

Barbara Hale
Director/Principal
Sycamore Academy of Science and Cultural Arts
32326 Clinton Keith
Suite 202
Wildomar, CA92595

Re: Services Agreement

Dear Barbara:

I enjoyed our recent meeting and thank you for giving InSiteCSS the opportunity to work with Sycamore Academy of Science and Cultural Arts. This letter confirms the Engagement (the "Engagement") of InSite Charter School Services (hereinafter, "InSiteCSS") by Sycamore Academy of Science and Cultural Arts, a California Public Charter School (hereinafter, "Sycamore"), to provide the following services to assist Sycamore with site evaluation and other services outlined in this agreement (hereinafter, the "Agreement").

This Engagement is subject to the following terms and conditions:

1. Authorization; Exclusivity. During the term of this Engagement, neither Sycamore nor any one acting on its behalf, shall contract with or retain the services of any other person or firm for any of the services to be rendered by InSiteCSS pursuant to the terms of this Engagement.

2. Terms. InSiteCSS's Engagement hereunder shall become effective on the date by which Sycamore and InSiteCSS have executed and delivered this letter to the other. Either party, by giving written notice, may terminate this Agreement so that it will terminate at midnight ten (10) days from the date of receipt of such written notice. Such a termination shall not limit InSiteCSS's right to collect any commission, as defined herein, earned or owing as of the date of termination. If within one-hundred and twenty (120) days after the expiration or termination of this Engagement or any extension thereof, Sycamore, its affiliates and other entities related to Sycamore enters into an agreement to lease or purchase a property submitted by InSiteCSS, or any person or entity with whom InSiteCSS has negotiated or communicated in an effort to effect a lease or purchase and whose description or name appears on any list of such properties, person or entities which InSiteCSS shall have provided to Sycamore at any time prior to the expiration or termination of this Agreement, then InSiteCSS shall be deemed to be the procuring cause of said transaction and entitled to be paid a full commission, as defined herein, from the Landlord or Seller.

3. Exceptions.

The parties agree this Agreement does not apply to the following properties regarding which Sycamore has independently entered into negotiations prior to the effective date of this Agreement. These two (2) properties are described as follows:

(1). Any facilities leased or otherwise acquired by Sycamore pursuant to Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969.1 through 11969.11, as amended (hereinafter, "Proposition 39");

(2) Any public school facilities leased or otherwise acquired by Sycamore; and,

(3). That certain property identified as 23151 Palomar St., Murrieta, California 92562, with the express understanding that if InSiteCSS assists in negotiating, financing or otherwise assisting in a lease or purchase transaction for this certain property, InSiteCSS shall be entitled to a brokerage commission equal to 1% of the purchase price or 1% of the total lease consideration (for a period not to exceed 10 years).

4. Services Provided by InSiteCSS.

Sycamore retains InSiteCSS to provide the following services (hereinafter, the "Services") including, but not limited to:

- (a). Assist Sycamore in evaluating possible locations for a school site; including evaluating available land and existing buildings that are within the school district boundary;
- (b). Take meetings with property owners and cities to discuss the viability of a potential site for Sycamore;
- (c). Gather information and have initial discussions with potential banks and investors. InSiteCSS may provide Sycamore a list of financial groups that may be interested in financing a tenant improvement project; and
- (d). Assist Sycamore in negotiating and structuring a lease agreement.

5. Commission

(a) For providing the Services, InSiteCSS shall be paid though commission dollars for the completion of a lease transaction or sale transaction. Commissions in commercial real estate transactions are typically paid by the Landlord or Seller of the property, subject to a negotiated commission fee split by Landlord and Seller and the respective brokers to the transaction. In the event that InSiteCSS is the procuring broker of a successful transaction, and the landlord or Seller is unwilling to pay a brokerage commission, Sycamore shall pay a brokerage commission equal to 3% of the purchase price or 3% of the total lease consideration, as long as the lease term is for a period not to exceed ten (10) years. In the event that InSiteCSS is the procuring broker for a long-term lease that is greater than 10 years, the commission shall be limited to the first ten year period of the long-term lease.

6. Standard of Care; Claims.

InSiteCSS shall use its best efforts in providing the Services to Sycamore. However, InSiteCSS's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount received by InSiteCSS hereunder for rendering the Services. Sycamore

further agrees that neither InSiteCSS nor any of its representatives, officers or employees shall be liable for any claim demand or judgment made against Sycamore by any other party. Additionally, InSiteCSS will not be held liable for incidental or consequential damages even if InSiteCSS has been advised of the possibility of such damages. No action related in any way to this Agreement, regardless of form, may be brought by either party more than one year after the last date when Services are provided under this Agreement.

7. Obligations of Sycamore.

Sycamore acknowledges and agrees that it has performed or will perform the following undertakings, agreements and covenants in connection with the engagement:

- (a) Make available or cause to be made available to InSiteCSS (at Sycamore's expense) all documents, financial projections, management statements with respect to Sycamore, Sycamore's organizational documents and other information which in InSiteCSS's sole discretion shall be necessary or appropriate for the proper performance of its duties hereunder;
- (b) Cooperate fully with InSiteCSS in the completion by InSiteCSS of its duties and responsibilities hereunder and provide to InSiteCSS all information that InSiteCSS may require to fulfill its duties and provide the Services hereunder. All information provided by Sycamore and their agents shall be accurate and complete, in all material respects, and InSiteCSS shall be entitled to rely thereon without verification and to include all or any portion thereof in any work or services it provides hereunder;
- (c) Provide timely approvals of any items required pursuant to this Agreement.
- (d) Take such other action as may be necessary or appropriate for the proper performance of its duties hereunder.

8. Modification of Agreement/Assignment.

This Agreement contains the entire Agreement between the parties and may be modified only in writing signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and may not be assigned by either, except InSiteCSS may assign its responsibilities hereunder to an affiliate with the prior written consent of Sycamore, not to be unreasonably withheld or delayed.

9. Arbitration

Any and all claims, disputes, controversies or differences arising between the parties hereto in relation to or in connection with this Agreement, except in respect of Section 10 to this Agreement, shall be determined by arbitration. This arbitration shall be held in Los Angeles, California and conducted in accordance with the rules of the American Arbitration Association before one arbitrator selected in accordance with such rules. The decision of such arbitrator shall be final and binding upon the parties hereto and may be enforced by any court having jurisdiction to do so.

Subject to the limitations of Section 6 of this Agreement, the prevailing party shall be awarded all of its filing fees and related administrative costs and other costs of obtaining an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorneys' fees and similar costs related to obtaining, enforcing and collecting an arbitrator's award and all such amounts shall be added to, and become part of, the amounts due pursuant to this agreement.

10. Indemnification.

10a. Indemnification by Sycamore. Sycamore shall indemnify, defend and hold harmless InSiteCSS and any InSiteCSS affiliates, directors, officers, controlling persons, agents, employees, brokers and attorneys from and against all damages arising from or in connection with (a) any misrepresentation or breach of any representation or warranty of Sycamore under this Agreement; (b) any breach of any covenant or agreement by Sycamore under this Agreement; (c) any representation, misrepresentation, warranty, covenant or agreement Sycamore may make with respect to InSiteCSS or any of its products or services to any other entity, without the express written consent of InSiteCSS; and (d) all third-party claims brought against InSiteCSS arising from or in connection with Sycamore's performance or non-performance of its obligations under this Agreement.

10b. Indemnification by InSiteCSS. InSiteCSS shall indemnify, defend and hold harmless Sycamore and any Sycamore affiliates, directors, officers, controlling persons, agents, employees, brokers and attorneys from and against all damages arising from or in connection with (a) any misrepresentation or breach of any representation or warranty of InSiteCSS under this Agreement; (b) any breach of any covenant or agreement by InSiteCSS under this Agreement; (c) any representation, misrepresentation, warranty, covenant or agreement InSiteCSS may make with respect to Sycamore or any of its products or services to any other entity, without the express written consent of Sycamore; and (d) all third-party claims brought against Sycamore arising from or in connection with InSiteCSS's performance or non-performance of its obligations under this Agreement.

10c. Limitation on Indemnification. Notwithstanding Sections 10.a and 10.b above, no party to this Agreement shall be entitled to indemnification pursuant to Section 10.a or 10.b of this Agreement to the extent attributable to the negligence or willful misconduct of that party.

11. Governing Law; Forum.

This letter Agreement shall be interpreted under and governed by the laws of the state of California; and in the event of any dispute hereunder, both parties hereby consent to the exclusive jurisdiction of the courts of California for the adjudication of such dispute.

12. Authority.

Sycamore represents and warrants to InSiteCSS that this letter Agreement has been duly authorized by all requisite action, and that Sycamore is duly authorized to execute this letter Agreement and perform all of its' obligation hereunder. InSiteCSS represents and warrants

to Sycamore that its entry and delivery of this letter Agreement has been duly authorized by all requisite action.

13. Confidentiality.

Sycamore, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, and InSiteCSS, on its own behalf and on behalf of its affiliates, partners, shareholders, officers, employees and agents, hereby acknowledge that the contents of this letter Agreement, the Engagement (the "Confidential Materials") are of a confidential nature, and such Confidential Materials may (except as may be required to accomplish the purposes of this Agreement) may not be disseminated, distributed, discussed or otherwise made available to any person other than Sycamore or InSiteCSS or their respective counsel. Notwithstanding the foregoing, the following are excluded from the confidentiality provisions of this Section 12: (i) public information, (ii) disclosures required by law, judicial process or litigation between the parties and (iii) disclosures made to an affiliate of a party if the affiliate is advised of and agrees in writing to the confidentiality provisions hereof.

If the foregoing reflects our mutual understanding, please execute the enclosed duplicate of this letter agreement in the space provided below and return it to us.

Very truly yours,



InSite Charter School Services
By: Benson P. Sainsbury
Title: President

Accepted and Agreed,

Sycamore Academy of Science and Cultural Arts

By: _____

Title: _____

Date: _____