

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**Da Vinci Schools, operating
Da Vinci Design,
a California Charter School;**

and

**Wiseburn Unified School District
a California Public School District;**

and

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE 1 - PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____, 2015 (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); Da Vinci Design (CDS # 19-76869-0119636), a California Charter School operated by Da Vinci Schools, a California nonprofit public benefit corporation which operates Da Vinci Design and other charter schools (collectively referred to herein as “Charter School” unless the context indicates otherwise); and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date until all duties and obligations of the parties are carried out.
- B. The Charter School applied to the State for financing of its charter school facilities project (“Project”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the Education Code and the regulations for its implementation provided in California Code of Regulations, Title 4, Section 10151 et seq., and California Code of Regulations, Title 2, Section 1859.160 et seq.
- C. A copy of the School District’s Facilities Use Agreement with Da Vinci Schools, operator of Charter School is attached hereto as Exhibit A, and is incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement. This MOU and the Facilities Use Agreement (collectively, the “Agreements”) set forth the entire agreement between the parties regarding the use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU and the Facilities Use Agreement; provided, that in the event any portion of this MOU and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.
- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP, the CSFP shall prevail.
- E. The State and the School District shall be responsible for the following:
- (1) The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP.
 - (2) The School District. The School District shall:
 - (a) Accept title to the Facilities, as defined below, as trustee for the state public school system pursuant to the terms set forth in

California Code of Regulations (“CCR”), Title 4, Section 10159(b); and

- (b) In the event the Charter School, or any subsequent charter school, ceases to use the Facilities or an Event of Default occurs, shall comply with the requirements of Section 17078.62 of the Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this agreement (and as provided in the Facility Use Agreement), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facilities in trust for the state public school system.

- (3) Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State and the School District shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facilities and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, re-construction or re- habilitation occurring after the completion of initial construction of the Facilities (“Future Work”).
- (4) Construction. The State and the School District shall have no duty or obligation to construct all or any portion of the Facilities or any Future Work. In the event of abandonment or any failure to complete the construction of the Facilities or any Future Work for any reason, the School District, as trustee for the state public school system, will secure the site while it observes the requirements of Section 4.2 below.
- (5) Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facilities. The School District, by virtue of holding title to the Facilities as trustee for the state public school system, shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facilities.
- (6) Cooperation. In the event Charter School fails to complete construction or rehabilitation of the Facilities for any reason or fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the state public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU, the Funding Agreement, if applicable, and the Facilities Use Agreement shall require

the School District to incur any costs or liabilities, or increase the School District's duties, obligations or exposure to liability, unless agreed to in writing by the School District.

ARTICLE 2 - FINANCING OF THE CHARTER SCHOOL'S PROJECT

2.1. Conditions for Release of Funding

- A. The following conditions must be satisfied before the State will release funding:
- (1) The Charter School agrees to utilize its Apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facilities by any applicable governmental agency.
 - (2) Each party is duly authorized to execute, deliver, and perform this MOU and the Facilities Use Agreement, as applicable to the appropriate parties.
 - (3) The Charter School has provided documentation of its status as a 501(c)(3) non-profit entity to the State. Such documentation shall include an opinion from its counsel that the Charter School is qualified as a non-profit pursuant to section 501(c)(3) of the Internal Revenue Code, as well as a copy of the determination letter from the Internal Revenue Service.

2.2. Charter School Facilities

- A. The Charter School's Project includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP ("Facilities").
- B. The Facilities are located or will be located within the boundaries of Wiseburn Unified School District in the City of El Segundo, Los Angeles County, California, and are more particularly described on Exhibit B of this MOU.
- C. The Facilities are physically located within the geographical jurisdiction of the School District and the high school attendance area generating eligibility for funding, if applicable.
- D. The Charter School agrees that it will satisfy itself as to the suitability of the Facilities by its own inquiries and tests prior to taking occupancy. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities in an "as-is" condition and to have acknowledged that they are in good order, condition and repair.
- E. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent

examination of terms and conditions for development and construction of the Facilities and all matters related to its decision to enter into this MOU. The Charter School is thoroughly familiar with all aspects of the proposed Facilities and is satisfied that they will be in an acceptable condition as a result of the execution of the Project and will meet its needs.

The State shall not have any obligation for construction work or improvements on or to the Facilities, to ensure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the Charter School. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system but such obligation does not make the School District a guarantor or warrantor of the Project. School District has agreed to act as fiscal agent for administration of Project funds, but shall not have any responsibility to oversee the design, planning or construction of the Facilities by the Charter School.

ARTICLE 3 - SECURITY PROVISIONS

- A. On behalf of the Charter School, District shall submit to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
- B. On behalf of the Charter School, District shall provide to the State for its review and acceptance an American Land Title Association (“ALTA”) survey. As part of its match, District at its sole cost and expense, shall obtain an ALTA owner’s policy for the benefit of the State.
- C. On behalf of the Charter School, District shall provide to the State, upon request, the original Final California Department of Education (“CDE”) approval subject to waivers and/or exemptions to the use of real property as a charter school facility.
- D. On behalf of the Charter School, District shall obtain a “No Further Action” or “Further Action Letter” from the California Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the District shall secure proof that all requirements of the Further Action Letter have been satisfied.
- E. On behalf of the Charter School, District shall obtain the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. On behalf of the Charter School, District shall obtain the final approval of any applicable Federal, State, City or County agency (collectively, the “Government Agencies”) necessary for the acquisition and construction of the Project, and the

operation of the Facilities for an educational program conducted by the Charter School, including, but not limited to, the Office of Public School Construction (“OPSC”). District and Charter School shall provide all information, and respond to all inquiries, from all Government Agencies required to ensure the Facilities and the Project comply with all applicable regulations.

- G. Simultaneously with the receipt of the documents and instruments required in this Article, the District or Charter School, as applicable, shall deliver to the State a copy of the same documents.
- H. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities is to be located, in trust, for the benefit of the state public school system.
- I. Pursuant to 4 CCR 10159, any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share. School District shall be notified, in writing, upon any person or entity receiving any security interest pursuant to this Section.
- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- K. Simultaneously with the execution of the grant deed or bill of sale, if applicable, the Charter School and the School District shall enter into a Facilities Use Agreement. The Facilities Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
 - (1) The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State or School District.
 - (2) The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs associated with telephone, water, sewer, gas, heat, electricity, garbage

disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State or School District.

(3) Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State and the School District shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State and the School District shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School waives the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leaseable condition or would provide the Charter School with the right to make repairs and deduct the cost of those repairs from its payments.

(4) The handling of hazardous materials.

(5) Insurance requirements, in addition to those specified in this MOU for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be reasonably required by the School District.

ARTICLE 4 - DEFAULT AND REMEDIES

4.1. Events of Default

A. The occurrence of any of the following shall constitute a "Default" or "Event of Default":

- (1) Failure by the Charter School to commence to use and occupy the Facilities for the operation of any charter school it operates within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- (2) Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- (3) Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient, and the Charter School has

instituted corrective action, the State and the School District, in their joint discretion, may extend this period up to one hundred and eighty (180) calendar days.

- (4) The Charter School is or becomes insolvent, or is unable to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Da Vinci Schools applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the application or consent of Da Vinci Schools, as the case may be, where possession is not restored in thirty (30) calendar days; or Da Vinci Schools institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding is instituted (by petition, application or otherwise) against the Da Vinci Schools (unless, in the case of a petition filed against Da Vinci Schools, the same is dismissed in thirty (30) calendar days) or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against a substantial part of the Da Vinci Schools'; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions.
- (5) A determination by the State or School District that any representation or warranty made by the Charter School under this Agreement was untrue in any material respect when made.
- (6) The Charter School's charter and Da Vinci Schools other charters are not renewed or are revoked, or Da Vinci Schools ceases to use the Facilities for charter school purposes.
- (7) The Charter School abandons the Facilities or is in breach of the Facilities Use Agreement.

B. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Facilities Use Agreement.

4.2. Remedies on Default

The parties acknowledge and agree that this MOU and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If the Event of Default is solely because the School District has revoked or declined to renew the Charter School's charter and no Da Vinci Schools charter schools remain authorized and in operation to occupy the Facilities, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School and Da Vinci Schools shall:
- (1) have that time period specified in Section 17078.62 of the Education Code to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code; and
 - (2) so long as a Da Vinci Schools' operated Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School and Da Vinci Schools under the Facilities Use Agreement, as may be amended.
- B. If the Event of Default is solely because the School District has revoked or declined to renew the Da Vinci Design charter, the Charter School shall not be liable under the Facilities Use Agreement on the effective date of the last to occur of all of the following:
- (1) Da Vinci Schools completes the review process provided in Section 47607 or 47607.5 of the Education Code and fails to obtain a renewal of the Da Vinci Design charter, or Da Vinci Schools relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code and Da Vinci Schools notifies the State and the School District of its election; and
 - (2) the Charter School vacates the Facilities and Da Vinci Schools has no other Da Vinci operated charter school to replace it, and it and Da Vinci Schools relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.
- C. Upon the occurrence of Subsection B of this Section 4.2, the School District shall permit the Facilities to be used in its "as is" and "where is" condition by another charter school:
- (1) that the State deems as qualified;
 - (2) whose charter petition is approved and is in good standing with the School District; and
 - (3) that has agreed to a Facilities Use Agreement with the School District.
- D. In the event a successor charter school cannot be identified as provided in Subsection C of this Section 4.2, the School District may in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facilities as a public school facility.; or

In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) reimburse the School District for reasonable costs and expenses incurred by the School District in disposing of the Facilities; (ii) repay any unpaid local matching share in favor of the State; (iii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iv) to the School District to be used for capital improvements in the School District.

- E. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether directly or indirectly owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State. In no event shall the School District be liable for any recovery sought by, or granted to, the State from Charter School pursuant to this Section.
- F. Notwithstanding anything to the contrary, the State, the Charter School and the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU or the Facilities Use Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- G. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be

exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU and/or the Facilities Use Agreement.

- H. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE 5 - MISCELLANEOUS

5.1. Release of Liability

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees, or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities or the Charter School's Project, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.2. Non-waiver

No waiver of any provision of this MOU and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3. Indemnity

Memorandum of Understanding. Da Vinci Schools agrees to the fullest extent permitted by law to promptly, fully and completely indemnify, defend through

counsel reasonably acceptable to School District, and hold harmless the State, the School District, the School District's Board of Trustees, and each of their members, officers, administrators, employees, agents, representatives, volunteers, successors and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of Da Vinci Schools, and/or on the part of the board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of Da Vinci Schools in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU . The obligations of Da Vinci Schools to defend the School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demand, action, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be construed to obligate Da Vinci Schools to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct.

- A. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement on the Charter School's part to be observed or performed.
- B. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

California School Finance Authority
304 S. Broadway, Suite 550
Los Angeles, CA 90013
Attn: Katrina Johantgen

If to the Charter School:

Da Vinci Design
12501 Isis Ave.
Hawthorne, CA 90250
Attention: Matthew Wunder, Chief Executive Officer

If to the School District:

Wiseburn Unified School District
13530 Aviation Blvd.
Hawthorne, CA 90250
Attention: Tom Johnstone, Superintendent

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

5.5. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

5.6. Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of an advance and/or final apportionment.

5.7. Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day to day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

WISEBURN UNIFIED SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

DA VINCI SCHOOLS (for Da Vinci Design):

By: _____

Name: _____

Title: _____

Exhibit A

Facilities Use Agreement

(attached)

Exhibit B

Project Description and Location

Da Vinci Design

In 2012, the Wiseburn School District voted to unify into a full K-12 district, and purchased a 13.7-acre site located at 201 N. Douglas Street in El Segundo. The site included a very large office building that had been recently vacated by a high-security aerospace firm. Da Vinci Schools intends to transform the building into a 21st century learning facility that co-locates independent small learning communities under one roof, forming "Wiseburn High School."

The Da Vinci charter schools are organized with four clusters of 6 classrooms on each 54,000 square foot plate. Each cluster is open to flexible hub spaces and smaller seminar rooms arranged around a central commons area that serve multiple programs. The Science Center will occupy the second floor, for a total of 24 classrooms, and the Design Charter will occupy the third and fourth floors for a total of 48 classrooms. The ground floor is dedicated to shared education, community, and administrative functions. The site contains sports fields and outdoor gathering spots for informal teaching sessions.

To summarize, the project area totals 217,000 square feet, with 72 classrooms, serving grades 9 through 12. The total project will serve charter schools, and provide space for administrative, collaborative, and community activity functions. Sports fields, outdoor gathering and park space also will be developed.

CSFP funds will be used to fund the Da Vinci Design portion of this project, which are sufficient to fund the Da Vinci Science component of the overall project.

Exhibit C

**Memorandum of Understanding
Schedule of Apportionments
Da Vinci Design**

Apportionment	Purpose	Date	Amount
Preliminary	New Construction	11/25/14	\$52,764,386
Advance	Purchase and/or Design	To Be Determined	\$6,697,277.20 for Design and \$16,848,000 for Site Purchase
Final		To Be Determined	To be Determined