

Wiseburn Da Vinci Magna Carta

Vision and Philosophy Statement

The relationship between the Wiseburn Unified School District (WUSD) and Da Vinci Schools (DV) can best be described as a partnership built on trust, integrity and mutual support, with a mission-aligned focus on doing what is in the best interest of students and the families we serve. WUSD and DV are highly cooperative, collaborative, and highly inter-dependent, but the DV charter schools operate as independent charter schools to take advantage of a high degree of flexibility and creative opportunities available in the charter world. Both organizations subscribe to the basic tenet that in working together, the whole is greater than the sum of its parts and that none of us is as smart as all of us. The purpose of this Memorandum of Understanding ("Magna Carta") is to set forth WUSD and DV's agreement regarding their relationship.

Our relationship is based on the following foundational elements:

- All students are well-known by staff and valued for their unique contributions.
- Our schools, from preschool through 12th and beyond, prepare our students for the world they will inherit through student ownership of learning, learning by doing, and by engaging in meaningful real-world learning experiences, so that all students are college-ready, career-prepared, and community-minded.
- Our school cultures are thoughtfully crafted and we believe in the value of small learning communities.
- We do not engage in activities or pursue outcomes that diminish or hurt either organization.
- Information between WUSD and DV will always be shared in a transparent system for data and communication.
- We embrace diversity in all of its forms and consider it to be one of our greatest strengths.
- Students and staff embrace a culture of continuous improvement and a growth mindset through creative problem solving, in search of the best ways to serve students. We will vigilantly remain student focused. Adult issues will not alter or distract from the agenda, mission and vision.
- We are not an insulated school system; rather we share our knowledge out to all other schools.
- We will maximize opportunities to share best practices, integrate when desired, and every level of our organizations will reach out and take advantage of opportunities to better serve children.
- Both organizations respect the unique community, and the student and employee political pressures of both organizations. Leadership in both organizations communicate often, openly and empathetically about each other's political needs and find mutually beneficial solutions.
- We hire great people and get out of the way, which allows them to share and continuously improve their talents.
- We exist as a partnership to serve students to the very best of our individual and collective abilities.
- We believe schools can make a profound difference in the lives of children, the community, employers, and future workforce.

- People are our strength.
- We take responsibility for our actions and our outcomes.
- We all take responsibility for a culture of decency, respect and trust.
- If we are not improving, we are falling behind.
- We create conditions in which staff and students can do their very best work.
- Communication and collaboration are at the heart of our organizations.
- Integrity, both collectively and individually, is at the core of how we conduct ourselves.
- We are humble stewards of our organization's resources.
- We are committed to learning by doing in real-world contexts.
- We are committed to getting students to and through college, and into careers at a good wage. As such, we distinguish our college and industry partners as critical supporters, as we both mutually benefit from preparing our students for the world they will soon inherit.
- We minimize our impediments and their impact by being contemplative, reflective, and collaborative.
- We use technology to help solve problems and transcend barriers, and to assist students in engaging and preparing them for the future.

Governance Overview

This section of the Magna Carta is designed to establish the broad outline of a governance structure that will best serve students by leveraging the benefits of both a traditional district structure under an elected Board of Trustees and an independent charter school structure under a 501(c)(3) Board of Trustees that is authorized by the elected WUSD Board. The 2014 unification of WUSD indicates the intent to provide local educational resources for students from preschool through grade 12. Significantly, the unification process resulted in relieving WUSD residents of any future tax burden of facilities bonds in the Centinela Valley Union High School District. The 2009 inception of Wiseburn 21st Century Charter Schools, which became the Da Vinci Schools, was the initial attempt to provide an educational option for WUSD students beyond the eighth grade. The remarkable success of the DV led both Boards of Trustees to determine that the charter schools option was the best path forward for providing a high quality, project-based, 21st Century learning environment for high school students in WUSD and beyond. The three DV high schools each have a particular area of focus: Da Vinci Science, Da Vinci Design, and Da Vinci Communications. Each school is designed as a small learning community in which all students are known and valued. The intent is to bring all three high schools onto the Wiseburn campus at 201 N. Douglas in El Segundo, with each independent charter school occupying a single floor. In alignment with the small learning communities philosophy, each school will have a unique administrative unit and will conduct its own graduation.

The DV and WUSD boards are aligned in the philosophy of the mission, vision and curriculum of the K-12 program. The DV Board will maintain responsibility for oversight of the core instructional program, educational philosophy and culture of the DV schools. WUSD and DV will work collaboratively to take advantage of opportunities to articulate, complement and build on the strengths of the K-8 and 9-12 instructional programs.

Board Structure/Governance

The DV Board of Directors shall be comprised of seven members. Each member is elected by the DV Board and confirmed by the WUSD Board. Each DV Board member shall serve a term of three years. The terms of the DV Board members will run in staggered years, with a class of three members ending in one year, a class of two ending in the subsequent year, and a class of

two members ending in the next subsequent year. For purposes of clarity, this means that every year either two or three members conclude their previous three-year term and those seats begin their new three-year term cycle.

DV Board Members can be elected to an unlimited number of terms.

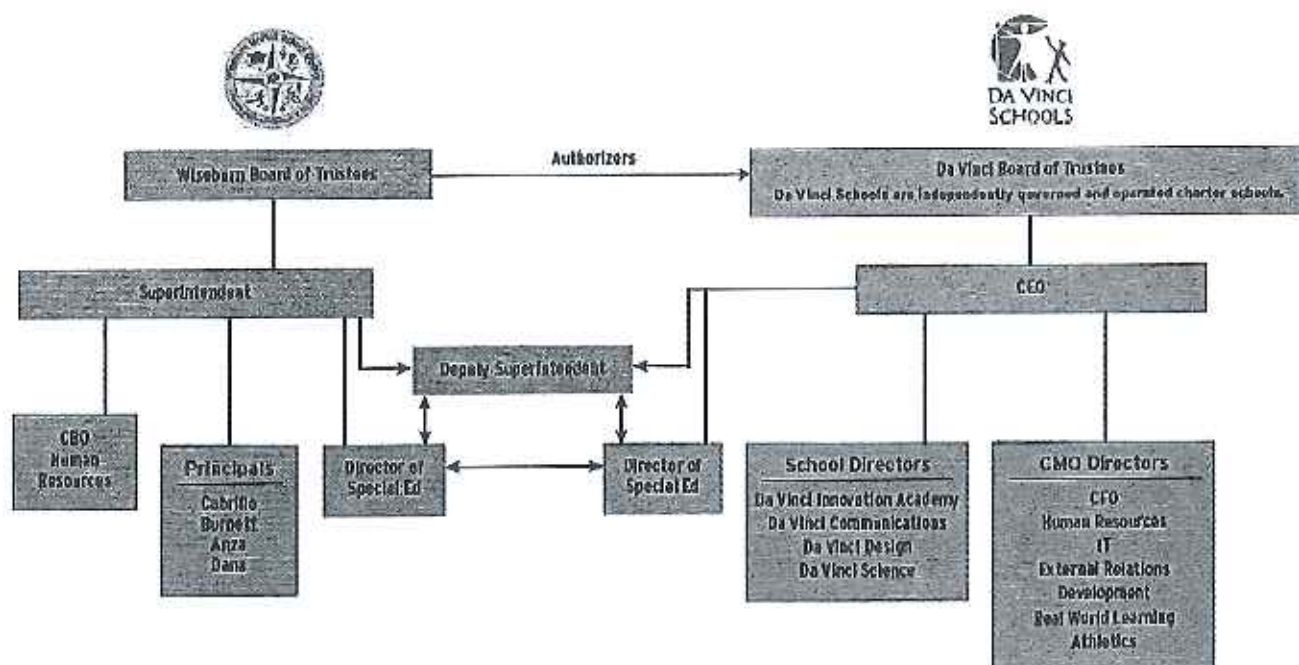
Two of the seven members of the DV Board shall also be current and concurrent members of the WUSD Board, designated by the WUSD Board by WUSD Board majority vote, to serve on the DV Board, and will be confirmed by the DV Board at the next regularly scheduled DV Board meeting in accordance with DV's bylaws. These WUSD Board appointees shall satisfy DV's obligation, pursuant to Education Code Section 47604(b), to provide for a representative of its authorizer on the Board of DV. If at any time there are fewer than two current WUSD members on the DV Board, and there is a vacancy on the DV Board, the DV Board will notify the WUSD Board of such vacancy or vacancies. The WUSD Board has the option of designating one of its current Board Members to serve on the DV Board, up to a maximum of two members, when vacancies arise. The process for WUSD to designate shall be the WUSD Board selecting its prospective DV Board designees, presenting those candidates to the DV Board for DV Board election, and the DV Board electing those candidates. Such election will not be unreasonably withheld by the DV Board. Under no circumstances will there ever be more than two WUSD Board Members on the DV Board. Whenever a vacancy on the DV Board occurs, for the WUSD Board Representative seats, the WUSD Board must designate a sitting WUSD Board member to serve within 30 days of receipt of notification from DV of said vacancy. The WUSD Board shall adopt a Board Policy at a future board meeting establishing such positions and process for designation; so as to ensure that representation by the WUSD Board on the DV Board is always maintained. If the WUSD Board fails to designate a current member of the WUSD Board for election within 30 days of notification of vacancy and eligibility by the DV Board, the DV Board may nominate and elect a non-WUSD Board member, however the DV Board must maintain three WUSD residents. Once a future vacancy on the DV Board occurs, the option for WUSD Board designation reopens. At any time that a WUSD Board Member resigns, is removed, voluntarily leaves, involuntarily leaves, or otherwise is no longer a current member of the WUSD Board, that person shall automatically and immediately also be ineligible to continue on the DV Board as a WUSD representative, regardless of the reason or method by which that person ceased being a member of the WUSD Board and a vacancy will occur.

In addition to the maximum of two WUSD Board Members that may be serving on the DV Board, one additional DV Board member, at minimum, shall be a continual resident within the geographical boundaries of WUSD. If at any time there are not a minimum of three current WUSD residents on the DV Board, the next DV Board vacancy will be filled with a WUSD resident.

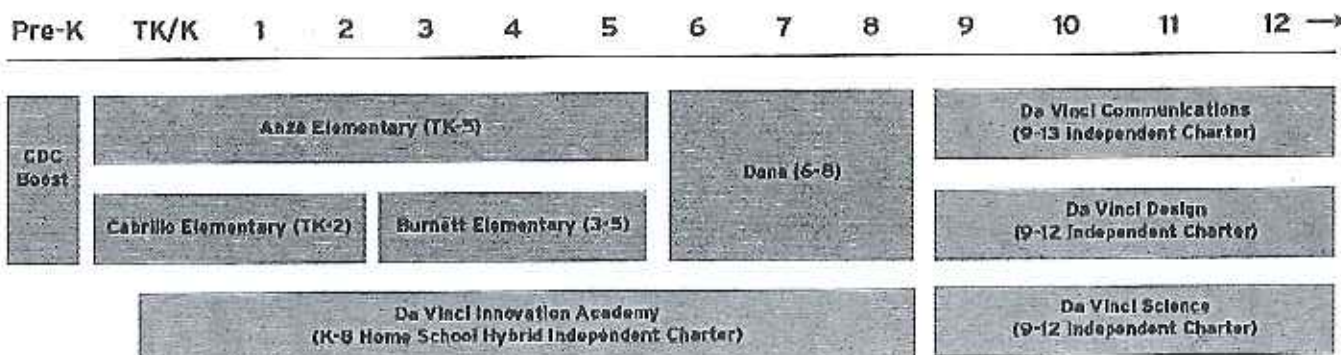
The process for electing new DV Board Members who are not the WUSD Board appointees shall be, first, nomination by the DV Board or a nominating committee empowered by the DV Board. Second, confirmation of said nomination by the WUSD Board, which confirmation will not be unreasonably withheld. If such confirmation is not acted upon within 30 days of DV nomination, the right of the WUSD to confirm that DV Board member will expire and no longer apply for the candidate under consideration. Once a DV nominee or Board member has been confirmed by the WUSD Board, or becomes a DV Board member because the WUSD Board did not act upon his or her confirmation, that DV Board Member will never be subject to or require WUSD Board

confirmation again during his or her continuous tenure on the DV Board. Once confirmed, or once the available confirmation window of 30 days has expired, that DV Board Member or nominee will be eligible to be elected as a DV Board Member for an unlimited number of consecutive terms. Only when the DV Board has formally elected or re-elected a new or existing Board member will that member be a member of the DV Board of Directors.

Wiseburn Unified School District-Da Vinci Schools Governing Organizational Chart



Wiseburn Unified School District Pre-K - 12th Grade Continuum of School Options



* Da Vinci Schools are independently governed and operated charter schools.

For every instance where the WUSD Board denies five consecutive DV Board member nominations, DV can then elect one DV Board member without WUSD confirmation.

If the number of DV Board members comprising the DV Board is ever expanded or contracted, the WUSD Board will be consulted, and the terms of this section reconsidered, subject to mutual agreement of the WUSD Board of Trustees and DV Board of Directors.

Joint Meetings

Joint meetings of the WUSD Board of Trustees and the DV Board of Directors will take place at least twice annually to discuss matters pertaining to the high schools, Da Vinci Innovation Academy, and any potential future growth of the DV. These meetings will be calendared as part of the December organizational meeting of each Board. Agenda items may include issues of governance, alignment, finance, common programs, and provide an opportunity for community input. Joint meetings will also serve to guide the renewal process for all DV charters, consistent with state law and regulations (see charter renewal process, below). WUSD and DV may hold additional joint meetings as they deem appropriate.

Student Enrollment

DV holds public random drawings for admission to its three charter high schools, after exempting currently enrolled students, their siblings and children of teachers, staff, Board members and school founders, as set forth in the charters of DV schools. In addition, DV charters provide and will continue to provide for a preference for residents of WUSD.

DV will provide guaranteed enrollment for all WUSD residents in one of the three high schools who apply to attend, but DV does not guarantee in which of the three high schools a student will be placed. In order for WUSD residents to take advantage of this enrollment guarantee they must include on their application for attendance their order of preference including all three DV high schools. (This requirement will be clearly stated on the DV attendance application.) DV will continue to be solely responsible for the student enrollment process and staffing. This enrollment guarantee will be implemented when there are more applicants to attend one or more DV high schools than there are spaces through a preference for all WUSD resident applicants in the public random drawing such that all WUSD residents are granted enrollment in at least one of the DV high schools before any non-WUSD residents are admitted pursuant to the public random drawing. Should a WUSD resident apply to attend a DV high school after the end of the open enrollment period and/or after any required public random drawing has been held for attendance for the applicable year, DV shall offer such WUSD resident a space at one or more of the DV high schools (though not necessarily the DV high school that the student prefers) without regard to whether any or all of the DV high schools were at "capacity" for that year, and without regard to whether there are students who are not WUSD residents on a waiting list for that year. WUSD will reasonably cooperate to ensure that physical capacity is available to house such students.

Enrollment preference at DV high schools for students who are attending WUSD schools on permit and are matriculating to high school will be implemented in the order specified in the DV charters, which, as of the Effective Date of this Magna Carta, provide:

DA VINCI HIGH SCHOOLS In accordance with applicable law, the following groups of students will be exempted from the lottery:

1. Students who are currently enrolled at a Da Vinci School from grades 9-11 of the previous school year, or high school students who have not yet graduated.
2. Residents of the District.
3. Children of any Da Vinci or Wiseburn teachers, staff, Board members and school founders (the latter defined as any parent involved in the founding of the school that volunteered at least 75 hours toward the creation of the school), not to exceed 10% of enrollment.

Da Vinci Communications, along with Design and Science will offer the following admissions preferences:

1. Students who are currently attending Wiseburn K-8 schools on permit (entered district in K-5) or currently attending Da Vinci Innovation Academy since elementary school (entered charter in K-5).
2. Students who are currently attending Wiseburn K-8 schools on permit (entered district in 6th grade) or currently attending Da Vinci Innovation Academy since 6th grade (entered charter in 6th grade).
3. Students who are currently attending Da Vinci Innovation Academy in 7th or 8th grade (entered charter in 7th or 8th grade).
4. Siblings of students currently enrolled at a Da Vinci School from grades 9-11 of the previous school year.

Potential Charter Expansion

As an independent charter organization, DV has the right to expand its operations beyond the WUSD boundaries. Any expansion must be accomplished with careful consideration of how it might impact the available resources at current DV schools operating within WUSD. Any new school startup, or any DV activity that is not directly related to the operation of the DV schools that are within WUSD boundaries, may not use any ADA funding that is generated from the DV charter schools operating within Wiseburn, unless the use of such funds for the purpose of opening a new school is specifically approved by the WUSD Board. It is the sole discretion of the DV Charter Board to make a determination whether to open additional schools outside of the WUSD attendance boundaries. Potential expansion of DV Schools beyond the boundaries of WUSD may be accomplished in accordance with state law with either WUSD or another authorizer—with WUSD offered the first right of refusal for authorization to the extent that WUSD may legally oversee the type of school proposed to be located outside of WUSD's boundaries. Prior to DV submitting a charter for a proposed DV school to be located outside the boundaries of WUSD, DV shall adopt financial policies which specify the manner in which funds, costs, employees, and services will be managed, shared, and accounted for among the DV charter schools that are in operation as of the date of execution of this Magna Carta and the proposed new school.

Charter Renewal Process

The charter renewal process is best characterized as one that is collaborative, where all needs are fully disclosed and discussed, with the goal to ensure a strong and sustainable school program. Both WUSD and DV commit to ensuring that each DV charter petition meets all legal requirements. A primary focus of the renewal process is to mutually safeguard the rights of both organizations and ensure that all decisions continue to be based on what is best for our students.

At the time of charter renewals, the District's determination of whether Da Vinci Design, Science, Innovation or other District-authorized Da Vinci charter schools meet the legal standard of academic performance necessary for charter renewal shall be based upon the criteria set forth in Exhibit A, provided that increases in pupil academic achievement for all groups of pupils served by each charter school shall be considered the most important factor in any renewal to the extent required by the Charter Schools Act. These criteria and standards shall be incorporated into each charter petition upon approval of the Magna Carta, and may be reflected in the charters as a non-material amendment by DV. Pursuant to Education Code section 52052(c)(4)(c), the "scorecard" in Exhibit A sets forth the local student achievement measures for charter renewal agreed upon by both the District and the Da Vinci schools prior the renewal process, so that Da Vinci Schools can gather acceptable assessment data for review. The criteria in Exhibit A reflect the state's eight priorities under the Local Control Funding Formula and are aligned with the schools' goals. Da Vinci will submit all data necessary for the District to complete the "scorecard" annually. The District and Da Vinci schools have jointly determined that a 3-year average score of at least 70 out of 100 points on these criteria will mean that the school has met the academic performance criteria necessary to be considered for renewal consistent with Education Code section 47607(b)(1) and Education Code section 52052(c)(4)(c)..

The WUSD Board hereby delegates to the Superintendent or designee and the DV Board of Directors hereby delegates to the CEO or designee the authority to extend or revise all deadlines and timelines related to renewal set forth in this Magna Carta as well as to extend the timelines for WUSD Board action in accordance with California Code of Regulations, Title 5, Section 11966.4.

WUSD and DV agree that the charter renewal process for each DV charter will begin with an informal, cooperative process mutually implemented by WUSD and DV by no later than April 1 preceding the school year during which the current charter term will expire to provide for an adequate timeline to address all issues and take action on the renewal request. The CEO will discuss potential changes to the charter petition and begin drafting language with "track changes" or other redlining systems that will allow both entities to see all changes made from the current charter. Both organizations should obtain any documentation on new legal charter petition requirements since the last petition was approved.

- The CEO or designee will share potential changes to the current charter(s) based on these new legal requirements, academic changes, and any petition elements with the Superintendent by no later than April 1. Along with the Deputy Superintendent, the DV CEO or designee will identify potential programmatic and political issues and concerns. Both organizations will identify and share potential changes to the proposed petition. Both WUSD and DV will submit proposed changes to one another by May 1 for incorporation in the draft charter.
- DV will endeavor to submit a draft charter petition to the Superintendent/WUSD Trustees by June 15.
- WUSD will endeavor to review the draft charter petition and propose any changes by August 1.

- While both organizations will seek legal review of the charter petition document, it is the intent of the parties that this review will reflect the positive, mutually supportive and highly interdependent relationship between WUSD and DV. To this end, both organizations will instruct legal counsel to avoid an adversarial tone and proceed with a collaborative win/win process.
- Prior to formal submission of the charter renewal petition for action by WUSD, the Superintendent, Deputy Superintendent and CEO, or CEO designee, will discuss any/all changes and determine recommended solutions to resolve any outstanding issues regarding the draft charter petition. Unless otherwise specifically agreed in writing by the WUSD Superintendent or designee and the DV CEO or designee, all of the steps set forth in this discussion of the Charter Renewal Process, through and including this step, are informal procedures voluntarily agreed to by WUSD and DV pursuant to this Magna Carta and do not constitute the submission or receipt of a petition for renewal of a charter or start the statutory or regulatory timelines for WUSD Board action on the renewal request, as those terms and timelines are described in the Charter Schools Act or its implementing regulations, including, but not limited to, California Code of Regulations, Title 5, Section 11966.4 or any successor regulation. The parties agree that DV will not formally submit a charter for renewal in accordance with California Code of Regulations, Title 5, Section 11966.4 or any successor regulation or statute until the above-described informal process has been substantially complied with.
- DV shall endeavor formally to submit renewal charter petitions which have been circulated, reviewed, and revised by the parties in draft form, as described above, to WUSD by no later than September 15 of the school year prior to expiration of the charter for action by WUSD's Board. Upon such submission to WUSD, the WUSD Board will receive the petition, hold a public hearing on the terms of the petition, and take action on the renewal request, and comply with any and all other legal requirements for consideration and action on a charter renewal request.
- WUSD shall provide timely notification to the California Department of Education of the action on each renewal charter in accordance with Education Code Section 47604.32(e) and the implementing regulations.

Marketing, Branding and Naming

Each party to this Magna Carta is responsible for managing the overall marketing and branding for their respective organizations and shall not use the other's name or logo in publications, letterhead, websites, social media, advertisements, or other media without the prior consent of the other party. Furthermore, each party shall be responsible for ensuring that accurate and complete information is disseminated at all times regarding governance structure and decision-making authority for their respective organization.

All joint activities that include all three high schools will be co-branded as Wiseburn-Da Vinci. This provides unity of effort for the joint activities of the three high schools and also provides name recognition for the community of Wiseburn. In accordance with official action taken by the WUSD Board at the February 21, 2013 Board meeting, the official name of the new high school facility will be Wiseburn High School.

All activities of the individual high schools will be branded as Da Vinci Design High School, Da Vinci Science High School or Da Vinci Communications High School. This provides clarity that each school is set up as an independent charter school and is a Local Education Agency with a unique County/District/School (CDS) code. To provide further clarity, Wiseburn High School is the name of the facility that will exclusively house the three DaVinci High Schools. Students will enroll in one of the three high schools within the facility.

WUSD and DV agree to abide by these marketing, branding and naming guidelines.

Human Resources

The human resources departments for each organization operate autonomously and independently. WUSD and DV agree to have at least one representative from each organization participate in the hiring process of key personnel of the other organization, including Superintendent, Deputy Superintendent, DV Chief Executive Officer, and Chief Financial Officer. Employees of one organization who choose to seek employment in the other organization will need to participate in the established hiring and selection process. If a DV employee is seeking employment in WUSD, he/she must resign from DV before accepting employment in WUSD. If a WUSD employee is seeking employment at DV, he/she must resign or request a leave of absence from WUSD, which leave may be granted or denied by WUSD in WUSD's sole discretion, before accepting employment at DV.

In a limited number of cases, there will be employees who serve both organizations, such as the Deputy Superintendent and the music teacher. In these cases, the employee will be hired and compensated by WUSD. DV will be invoiced for compensation and benefits for the appropriate share of the costs. Prior to any WUSD employee providing such services to DV, WUSD and DV will agree on the services to be provided and the means of calculating DV's share of the costs. The WUSD Board shall preapprove any WUSD employee providing such services to DV as such approval may be required by Government Code Section 1126 and/or District Board Policy or Administrative Regulation. The WUSD Board hereby specifically approves the District's Deputy Superintendent and music teacher(s) to provide joint services to DV.

At the time of writing this Magna Carta, WUSD teachers and classified staff are represented through collective bargaining by unions and DV teachers and classified staff do not participate in collective bargaining and are not represented by unions.

Special Education

WUSD and the DV will each serve as a separate Local Education Agency and maintain separate Special Education programs. In order to best serve families of students with special needs, WUSD and DV will work closely and collaboratively to ensure successful transitions and a wide continuum of service options for all identified students from ages three to twenty-two. WUSD will continue to work towards the appropriate identification of special needs students and to contain special education costs in its K-8 program. While significant special education encroachment caused by unification is not anticipated, WUSD and DV will keep the door open to discuss and jointly resolve any impact of special education costs. See Exhibit B, an Agreement between WUSD and DV Regarding Allocation of Education Expenses, which includes the allocation of special education costs.

Financial

This Magna Carta represents an understanding that both organizations are entering into a unique partnership. The high school facility at 201 Douglas is emblematic of this partnership. Both WUSD and DV have a responsibility to the WUSD community to operate and maintain the high school campus with the same expectations as the existing K-8 WUSD school facilities. Both WUSD and DV are committed to an open and transparent process for allocating resources and tracking all income and expenditures. Both Boards are equally responsible to the WUSD community for maintaining sound fiscal practices and judicial stewardship of all resources. Both Boards will work collaboratively to support and ensure the fiscal stability of each organization in serving our students and community.

Back Office Services from Wiseburn Unified School District

The CEO and CFO of DV will work closely with the Superintendent and Chief Business Officer of the WUSD to maintain a high quality set of mutually agreeable standards for back office services. DV will pay WUSD 1% of the State annual revenues per year for these services (which payment is separate and distinct from the oversight fee paid by DV to WUSD pursuant to Education Code Section 47613). Prior to the end of each school year, leadership from DV and WUSD will evaluate the work and determine if changes to the agreement are necessary for the upcoming year. WUSD agrees to allocate a minimum combined total of WUSD employee time of 16 hours a week to DV operations. WUSD leadership will continue to be thoughtful about how WUSD projects, priorities and deadlines impact WUSD personnel's ability to respond to DV needs and priorities in a timely manner.

Athletics and VAPA

In alignment with the WUSD community's desire to establish a stronger community identity, all students will have access to joint opportunities for California Interscholastic Federation (CIF) athletics, music, visual and performing arts (VAPA). Both organizations are committed to developing and sustaining a robust athletics program, music program, and visual & performing arts opportunities. These programs will be available to all high school students, whether enrolled in DV Design, DV Science or DV Communications.

These offerings can be a part of shared seminars or as Before/After School programs. These programs are to be developed in coordination with the WUSD and DV K-8 programs to provide a seamless transition and the best possible program experience for students. The programs that serve all three high schools are to be co-branded as Wiseburn-Da Vinci. The guiding philosophy of these "common" activities will be to support the core curriculum and the DV school cultures without diluting the core academic mission of DV. These common activities will always be an integral and core service offering to its students and the Wiseburn Community.

WUSD will reimburse \$125K annually to DV for VAPA and athletics as long as the District continues to receive Measure CL funding. Additionally, WUSD will reimburse additional monies up to a maximum of 10% of the total Measure CL funds (inclusive of the \$125,000) that the District receives (currently \$180K) annually as VAPA and athletics are expanded in the future, as long as the District continues to receive Measure CL funding. In no event will the total reimbursement exceed 10% of the Measure CL funds. Leadership from both organizations will collaborate on this as sports are added. The jointly funded music teacher position has been created to coordinate the K-12 music program. This position is responsible for public exhibitions and serves as the public face of the music program with the WUSD community. In keeping with

our goal of college and career readiness, the Music and VAPA program will focus on a variety of career opportunities for students in performance, stage production, technical skills, light and sound coordination, and entertainment business knowledge.

The VAPA facilities planned for the first floor of the new campus will serve the high school students at all three DV high schools. Growth of VAPA programs will be based on student interest and the availability of facilities and resources.

The California Interscholastic Federation (CIF) Sports program will be administered by the DV Athletic Director, who is supervised by the WUSD Deputy Superintendent or Superintendent designee, with support from the DV CEO. One of the founding principles of the sports program is to maintain an "academics first" focus, maintaining a priority on the educational program. To that end, the Athletic Director will make every effort to minimize the impact of the sports program on the academic day.

The application to CIF involves a multi-school agreement to allow schools on different campuses and with different Local Education Agency CDS codes to play for a single team. Da Vinci Design serves as the member school with annually renewed multi-school agreements with Da Vinci Science and Da Vinci Communications. The Athletic Director is responsible for maintaining membership status with CIF and coordinating all appropriate multi-school agreements and fee payments. As part of the multi-school agreement, students participating in CIF sports will be assigned to a Seminar Athletics class that will be a part of the DV Design master schedule. Transcripts of students from DV Science and DV Communications will reflect credit earned from DV Design for each semester of participation. DV teachers will be assigned to the Athletics Seminar for the entire semester and will be a part of their regular teaching load or as an additional Seminar assignment, as appropriate. The assignment of the Athletic Seminar teachers will be coordinated by the School Directors, in cooperation with the Athletic Director.

Coaching assignments are made for each sport in season, and are coordinated by the Athletic Director, in cooperation with the principals and the Deputy Superintendent. To encourage student connection to the sports program and to build team/school identity, every effort will be made by the Athletic Director and the School Directors to hire DV or WUSD employees as coaches. If a WUSD employee is hired as a coach by DV, that employee will be compensated by WUSD and WUSD will in turn invoice DV for reimbursement. If no employee is available to coach a specific sport, walk-on coaches will be contracted for the season. All coaches will be held accountable for adherence to the Wiseburn-Da Vinci philosophy and all the rules established in the Coach's Handbook and the CIF Blue Book. There will be differing stipends established by DV for Varsity Coaches, Junior Varsity/Fresh Soph Coaches, and Assistant Coaches. Coaching Stipends reflect the coaching work of the sports season and are considered separate from the Athletic Seminar teaching assignment.

In May of 2014, the initial application to CIF included the following sports for both boys and girls: Basketball, Soccer, Volleyball, Cross-Country, and Track. With available facilities, the following sports are expected to be added: Softball, Baseball, Tennis, Swimming, and Water Polo. Any further expansion of CIF athletic teams is to be based on a defined, student-driven process that will include an analysis of costs and impact on existing programs/resources. The Athletic Seminar classes at all three high schools will also serve to expand student sports options. Decisions on potential CIF team expansion need to have input from both WUSD and DV.

Dispute Resolution

In cases of dispute resolution regarding compliance of a DV charter school with legal or charter petition or related obligations, the dispute resolution process prescribed in the applicable charter will govern. To the extent a dispute does not involve charter terms and conditions addressed by the petition's dispute resolution process, the Working Group (defined in the Facilities Use Agreement, dated May 14, 2015) will be assembled with equal representation from both organizations. The Working Group will make recommendations to the Boards of both organizations for consideration and action as needed to resolve the dispute. The parties acknowledge that the WUSD and DV are distinct and independent organizations. It will always be the intent of all WUSD and DV administrators to resolve conflicts and disputes prior to assembling the Working Group. In hearing recommendations, it is the expectation that the WUSD Board of Trustees and DV Board of Directors will carefully evaluate the logic and reasoning for any recommendation made by the Working Group before overturning such a recommendation. Ideally, the Working Group will make a presentation to both Boards at a joint Board meeting unless circumstances require otherwise. In cases when time or scheduling become an impediment to resolution in a timely manner, the Boards may choose to address the dispute/resolution at one of their individual Board meetings.

Amending the Magna Carta

The Magna Carta will be revisited and reviewed every ten years or as necessary by an ad hoc subcommittee consisting of an equal number of members from each organization's Board and staff leadership. The terms of the Magna Carta can be amended only by a majority vote of the DV Board of Trustees and a majority vote of the District Board of Trustees.

Effective Date

This Magna Carta becomes effective upon the approval of and execution by the respective Boards as identified below.

Interpretation; Governing Law

This Magna Carta shall be construed according to its fair meaning and as if prepared by both parties hereto. This Magna Carta shall be governed by and construed in accordance with the laws of the State of California.

Execution in Counterparts

This Magna Carta may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Magna Carta to be executed by their duly authorized officers as of the date and year last set forth below.

APPROVED AND ACCEPTED:

WISEBURN UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____

DA VINCI SCHOOLS

By: _____

Dated: _____

Exhibit A: Da Vinci High Schools Scorecard for Charter Petition and Lease Renewals

Item	Criteria/Notes	Scoring	Maximum Points
1	WASC Accreditation	Accreditation = 20 points No Accreditation = 0 points	20
2	Financial Health	Unqualified Opinion = 15 Qualified Opinion = 10 Adverse Opinion = 0	15
3	Net Promoter Score	> 40 = 15 points 30 - 39 = 12 points 20 - 29 = 10 points 11 - 19 = 5 points < 10 = 0 points	15
4	LCAP Process	Completed Annual LCAP Process - 15 Points Incomplete LCAP Process - 0 Points	15
5	"School Excellence"	TBD: 20 ↓ TBD: 0	20
6	Wiseburn Resident Enrollment	> 65% = 15 points 60 - 64 = 12 points 55 - 59 = 10 points 50 - 54 = 5 points 0 - 49 = 0 points	15

Maximum Possible: 100
Da Vinci Minimum: 70

Notes:

1. Loss of WASC accreditation puts Da Vinci in immediate default.
2. 3 year average of less than "70" points puts Da Vinci in default.
3. Any default with WUSD must be cured by Da Vinci within 1 year.

4. Measurements to be done annually for Criteria 2-6.

EXHIBIT B

**AGREEMENT BETWEEN
WISEBURN UNIFIED SCHOOL DISTRICT
AND
DA VINCI SCHOOLS
REGARDING ALLOCATION OF EDUCATION EXPENSES**

WHEREAS, the Wiseburn Unified School District (the "District") is responsible for providing an educational program for all students in Grades K-12 who are eligible for District enrollment and subject to compulsory attendance, pursuant to Education Code §48200 et seq., except those students excluded or exempted, pursuant to Education Code §§48210 et seq. or 48220 et seq.; and

WHEREAS, the Da Vinci Schools ("Da Vinci") has agreed to assume primary responsibility for providing an educational program for all students in Grades 9-12 who are eligible for District enrollment and subject to compulsory attendance, pursuant to Education Code §48200 et seq., except those students excluded or exempted, pursuant to Education Code §§48210 et seq. or 48220 et seq., or who affirmatively reject enrollment in a charter school; and

WHEREAS, the District and Da Vinci desire to clarify the responsibilities of both parties with respect to the cost of providing educational services (including, but not limited to, special education and related services) to the aforementioned students; and

WHEREAS, the purpose of this Agreement is solely to allocate costs by and between the District and Da Vinci, and, as such, this Agreement shall not be construed as conferring rights on any third party.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. The District assumes primary responsibility for the cost of providing an educational program for all students in Grades K-8 who are eligible for District enrollment and subject to compulsory attendance, pursuant to Education Code §48200 et seq., except those students excluded or exempted, pursuant to Education Code §§48210 et seq. or 48220 et seq., and who choose to enroll in non-charter District schools in the same manner as would apply if the District had remained an elementary school district.
2. Da Vinci assumes primary responsibility for the cost of providing an educational program for all students who attend Da Vinci Innovation Academy ("DVIA," Da Vinci's K-8 school) and all students in Grades 9-12 who are eligible for District enrollment and subject to compulsory attendance, pursuant to Education Code §48200 et seq., except those students excluded or exempted, pursuant to Education Code §§48210 et seq. or 48220 et seq., in the same manner as would apply if Da Vinci was a public high school district operating grades 9-12 within the same boundaries as the District provided such students apply to attend a Da Vinci school, in

recognition of the fact that Da Vinci schools are schools of choice operating under the California Charter Schools Act. Da Vinci's responsibility for the cost of providing an educational program for all students in Grades 9-12 who are eligible for District enrollment and subject to compulsory attendance extends to those students who may receive services and/or an educational program pursuant to the Individuals with Disabilities Education Improvement Act and or Section 504 of the Rehabilitation Act of 1973 from an institution other than a Da Vinci school, including, but not necessarily limited to, a nonpublic school placement, including such students as seek educational services from WUSD and who, because of their special needs and/or the terms of their IEPs and/or 504 Plans do not actually submit an application to attend a Da Vinci school, but, instead are continued in or placed in another placement in accordance with the requirements and procedures for such placement by Da Vinci and its Special Education Local Plan Area.

3. The cost of educating students who are eligible for District enrollment, and who are enrolled in the District or Da Vinci, shall be apportioned as follows:
 - A. The District is responsible for the costs (not including the costs of providing special education services, which are addressed in Section 3.C, below) of educating:
 - (1) Students entitled to pre-K services.
 - (2) Students enrolled in grades K-8, excluding those students who attend DVIA.
 - B. Da Vinci is responsible for the costs (not including the costs of providing special education services, which are addressed in Section 3.C, below) of educating:
 - (1) Students enrolled in grades 9-12, and students at DVIA.
 - (2) Students enrolled in Da Vinci's grade 13 (fifth year of high school extension program).
 - C. The District and Da Vinci Schools agree to the following with regard to special education expenses:
 - (1) For students in special education from age 3 until the end of 8th grade, including ESY prior to enrollment in 9th grade except those students who are attending DVIA, the District will serve as the local educational agency ("LEA"), case carrier and pay for all related costs. For students in special education who are attending DVIA or are in another placement made by Da Vinci through the IEP process, Da Vinci will be the LEA, case carrier and pay for all related costs.
 - (2) For students in special education who are attending DVIA or are in another placement made by Da Vinci through the IEP process, DA Vinci will be the LEA, case carrier and pay for all related costs.

- (3) For diploma bound students in special education who are attending a Da Vinci high school or are in another placement made by Da Vinci pursuant to the IEP process, including students who are in such attendance/placement at the end of grade 12 who continue to be eligible for special education services post grade 12*, (these students are commonly referred to as "Super Seniors") Da Vinci will be the LEA, case carrier and pay for all related costs.
- (4) For resident students who have not received their diploma at the end of grade 12 (or the end of grade 13 for Da Vinci's five year high school extension program), typically ages 18-21, the District will serve as the LEA and case carrier and costs will be covered by the District for post grade 12*. The District will receive all funding generated by these students during post grade 12*. Upon mutual agreement, Da Vinci may act as case manager and the District will be responsible for the Wiscumb Unified School District residents cost only.

*Resident students who remain eligible for special education and related services after grade 12 because they have not been exited out of special education, i.e., by graduating with a regular high school diploma or by reaching age 22 pursuant to Education Code §56026(c)(4)(A-D).

- (5) A *shared cost formula* will be utilized for students requiring intensive services. Intensive services is defined as students requiring non-public school, LACOE or SELPA SDC services. The formula will be determined as follows:

Step 1: WUSD NPS (K-8) divided by WUSD Enrollment = X

Example: $7/2400 = .00292$

Step 2: (X) multiplied by DV high school enrollment = # of DV Fair Share NPS Students

$.00292 \times 1220 = 3.6$ (fair share DV) intensive students

Step 3: Da Vinci Intensive students minus Da Vinci fair share = Y

Example : $6 - 3.6 = 2.4$

Step 4: Cost of Y to be split 50/50

Note that total costs to be determined by average of all Da Vinci high schools intensive costs offset by annual state and local revenue received (i.e.

ADA & lottery, and/or extraordinary cost funds)

Example: If net costs per student = \$40,000, then

$\$40,000 \times 2.4 = \$96,000/2 = \$48,000$ for Da Vinci and Wiseburn

Wiseburn to reimburse Da Vinci \$ 48,000

(6) If the 18-21 non-diploma bound students exceed the Southwest SELPA average (P2), a shared cost formula would be applied and the Da Vinci Schools will reimburse Wiseburn USD for the excess on a 50/50 basis.

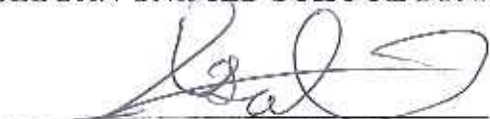
4. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the parties. No other agreement, statement or promise made by any party not contained herein shall be binding or valid. This Agreement shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the parties herein as set out above.
5. Construction. The parties agree that each party has reviewed this Agreement and that any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any interpretation of this Agreement or any amendments or exhibits hereto.
6. Authority. The Parties represent and warrant to the other that the person or persons executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary action by the party's respective governing Board.
7. No Admission. This Agreement is not and shall never be considered an admission of any fault, error, wrongdoing, liability or violation of any right by any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit B to the Magna Carta to be executed by their duly authorized officers as of the date and year last set forth below.

APPROVED AND ACCEPTED:

WISEBURN UNIFIED SCHOOL DISTRICT

By:


Board President, WUSD

Dated:

1/14/16

By:

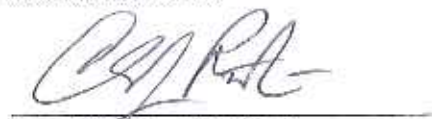

Superintendent, WUSD

Dated:

1/14/16

DA VINCI SCHOOLS

By:


Board President, Da Vinci

Dated:

1-25-16

By:


Chief Executive Officer, Da Vinci

Dated:

01-25-2016