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DEL MAR HEIGHTS
LAS VEGAS
ORANGE COUNTY
SCOTTSDALE
SAN DIEGO
SILICON VALLEY
WASHINGTON, D.C.

March 1, 2023

VIA E-MAIL (BSILVERS@WISEBURN.ORG)

Blake Silvers, Ed.D.
Superintendent
Wiseburn Unified School District
201 N. Douglas Street
El Segundo, CA 90245

Re: CTE Studio Project

Dear Dr. Silvers:

I write on behalf of Da Vinci Schools ("DV") regarding the plans to construct improvements on the school site located at 201 N. Douglas St., El Segundo, CA 90245 ("School Site") pursuant to the Facilities Use Agreement between DV and the Wiseburn Unified School District ("Wiseburn") dated May 14, 2015 ("FUA"). Under the FUA, DV is entitled to long-term and exclusive use of the School Site for an initial term of forty years, with automatic extensions coterminous with the DV charter terms. Section 1.2.3 of the FUA expressly provides that DV has the right to make additions, improvements, or expansions to the School Site:

Subject to the terms of this FUA, and following completion of the Project, Da Vinci shall have the right to make additions, alterations, changes or improvements to the High Schools Facility that are not part of the Project, in, on or to the School Site, and shall pay, prior to delinquency, for all such work done by it or upon its order.

This is also reflected in Section 7.4 of the FUA, which states that in the event DV makes alterations, additions, improvements, renovations, modifications, expansions, or any repair, reconstruction, or rehabilitation or other work done or performed at the School Site during the term of the FUA, DV will pay for such additions, improvements, or expansions to the School Site and indemnify Wiseburn for same. Section 1.6 of the FUA contemplates that Wiseburn may use local bond funds and other funds and parcel tax revenues to construct additional recreational facilities at the School Site for the

DV programs, but the FUA does not require any type of prior approval or separate agreement from Wiseburn before DV may make improvements to the School Site.

As you know, since 2019 DV has been in the process of planning and raising funds for improvements known as the CTE Studio project. The improvements are proposed in the Southwest portion of the School Site in an area designated for exclusive DV use. (See attached map.) These improvements are for the direct benefit of Wiseburn high school students for whom DV serves as their high school of residence. The new CTE Studio presents an exciting opportunity to further the state priority that students graduate from high school with the tools to be successful in a career in today's modern world. The FUA does not require DV to seek approval from Wiseburn for improvements, but in order to make the best use of state resources available for the students, DV has collaborated with Wiseburn in good faith every step of the way in order to secure significant Career Technical Education Facilities Program ("CTEFP") funding from the State of California for the project.

We understand Wiseburn recently proposed, for the first time, a short-term License Agreement and Memorandum of Understanding ("MOU") for DV's use of the CTE Studio improvements. Wiseburn requested DV to sign the agreements as a purported condition of moving forward with the project. However, DV's rights to the use of improvements at the School Site, including the CTE Studio, are already expressly covered by the FUA. No further use agreements are necessary or appropriate in order for DV to move forward in its exclusive use of the CTE Studio pursuant to the FUA. Indeed, DV has made various improvements at the School Site over the years without Wiseburn ever requesting a separate use agreement, including the Black Box Theater project that was also funded under CTEFP. The new proposed agreements also contain provisions that would be inconsistent with Da Vinci's use under the FUA, including non-exclusivity for the DV schools and a short term. As prudent stewards of public funds, both DV and Wiseburn are obligated to ensure that improvements funded by and constructed for DV/Wiseburn high school students remain available for their long-term use. DV and Wiseburn worked together to build and fund a state of the art high school facility at the School Site where a little over 1,500 students attend classes each day, and the School Site was always intended to be the permanent and exclusive home of DV. DV respectfully declines the proposed agreements.

As you know, the best path to move forward with the CTE Studio project as the parties have planned since 2019 is with Wiseburn's continued cooperation in utilizing the \$1.1 million of available CTEFP funding for the project. We believe DV and Wiseburn share the same goals in working to maximize resources for local Wiseburn students. DV is hopeful that Wiseburn is not attempting to impose a new condition—namely new use agreements that contain less favorable terms for DV students than the existing governing agreement—on Wiseburn's continued cooperation toward completion of the CTE Studio. DV does not believe that such maneuverings serve the joint stakeholders of DV and Wiseburn. **Accordingly, DV hereby seeks Wiseburn's written confirmation no later than March 15, 2023 that Wiseburn will continue to cooperate with DV in utilizing the CTEFP funding for the benefit of the Wiseburn high school students that DV serves, notwithstanding Wiseburn's unrelated requests for additional agreements regarding DV's use of the CTE Studio.**



As you know, DV has also secured a \$500,000 donation from the Keck Foundation to fund construction of the CTE studio. In Wiseburn's response, we also request confirmation that Wiseburn will grant naming rights to DV for the CTE Studio, consistent with the FUA.

Please provide your written confirmation by March 15, 2023 so that DV can make a final decision on whether it is able to continue moving forward with the project funding as planned. DV appreciates your continued partnership in support of students.

If Wiseburn is represented by legal counsel in this matter, please forward this letter to them.

Very truly yours,

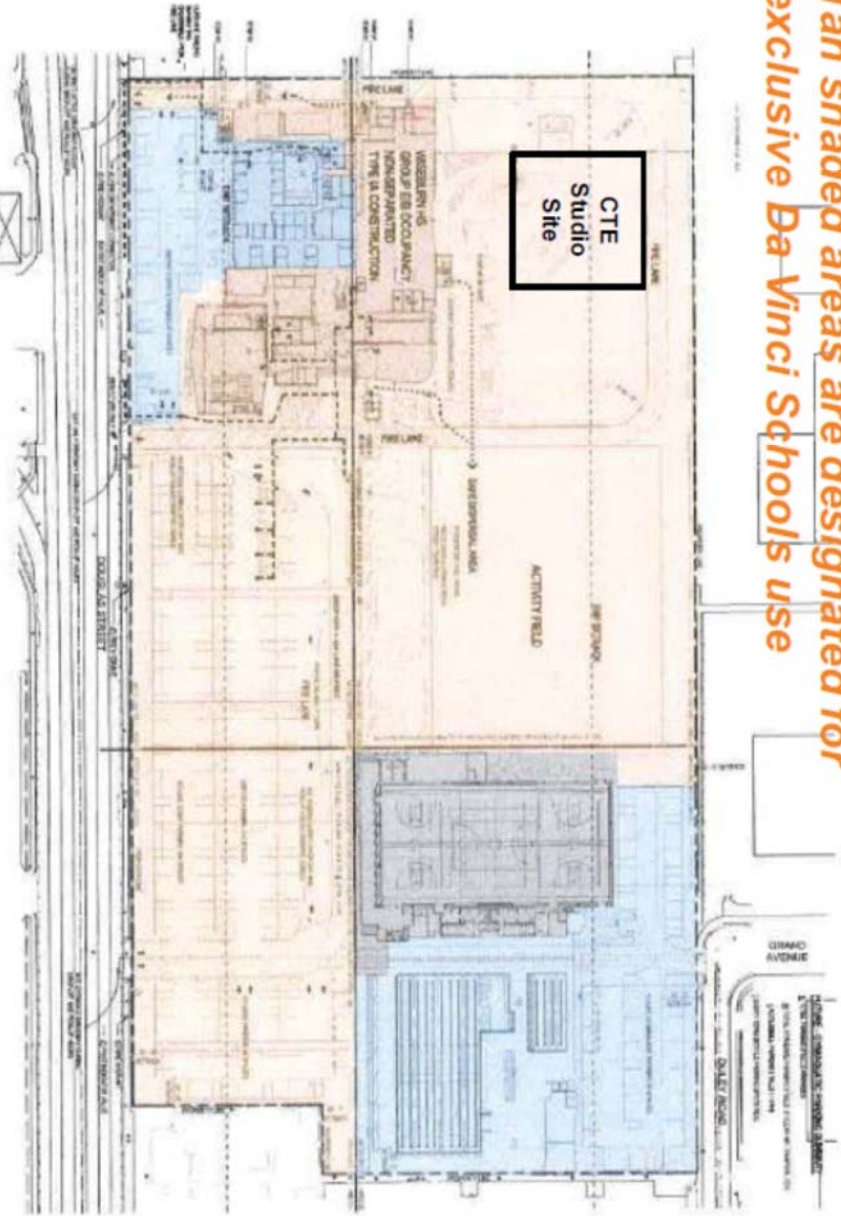
A handwritten signature in blue ink, appearing to read "Greta A. Proctor".

Greta A. Proctor

GAP
Enclosure

FUA Exhibit F - Site Plan

Tan shaded areas are designated for exclusive Da Vinci Schools use



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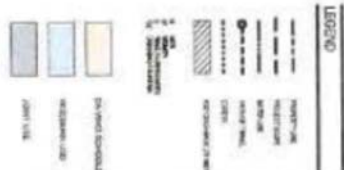
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SITE PLAN

SHEET NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LOS ANGELES SPECIFICATIONS FOR STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LOS ANGELES SPECIFICATIONS FOR STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
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WESTBURN HIGH SCHOOL
 201 N DORRILL STREET
 EL SEGUIN, CA 94020

Gensler
 301 S 4th Street
 San Francisco, CA 94103

PROJECT INFORMATION

PROJECT NO. _____
 SHEET NO. _____

DATE _____

SCALE _____

PROJECT LOCATION _____

PROJECT OWNER _____

PROJECT NO. A00.50