

**FACILITIES USE AGREEMENT BY AND BETWEEN
WINTERS JOINT UNIFIED SCHOOL
DISTRICT
AND
COMPASS CHARTER SCHOOLS OF YOLO**

THIS FACILITIES USE AGREEMENT (“**Agreement**”) is made by and between the Winters Joint Unified School District (“**District**”), a public school district organized and existing under the laws of the State of California, and Compass Charter Schools of Yolo, a California public charter school (“**CCS**”). The District and CCS are individually referred to as a “Party,” and collectively referred to as “Parties.”

RECITALS

1. CCS serves students enrolled in transitional kindergarten through twelfth grade.
2. The District approved CCS’s charter petition for a term of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024.
3. The District is the owner of certain real property located at Winters High School, 101 Grant Avenue, Winters, CA 95694 (the “Site”), including the classrooms, non-teaching space, and District-owned furnishings and equipment located thereon (the “Facility,” together with the Site, the “Premises”).
4. CCS operates fully virtual educational programs; however, it desires to rent facilities from the District for purposes of administering state tests and assessments to students enrolled in CCS’s educational programs for the duration of CCS’s charter term.
5. The Parties desire, through this Agreement, to reflect the current needs, interests, and understandings of the Parties, and to memorialize the terms and conditions pursuant to which CCS will use and occupy the Premises.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements described in this Agreement, the Parties agree as follows:

1. **PREMISES.** Subject to the limitations set forth in this Agreement, CCS shall be entitled to exclusive use of the Premises to administer state testing and assessments pursuant to the facilities use schedule attached hereto as **Exhibit 1**.
2. **TERM.** The Term of this Agreement shall begin as of December 1, 2019 and shall end on June 30, 2024 (“Term”). This Agreement shall be renewed for additional five (5) year terms only upon the renewal of CCS’s charter by the District’s Board of Education (the “Renewal Term”). If the District’s Board does not take action to renew CCS’s charter for an additional five-year term, this Agreement shall terminate at the end of the then-current charter term, except for those sections surviving termination or as otherwise set forth in this Agreement. The Parties agree that within thirty (30) days

following CCS's submission of a renewal petition to the District, the Parties shall meet to discuss this Agreement and any terms that either Party would propose to change, add, or delete should the District's Board renew CCS's charter to ensure that this Agreement continues to reflect the relationship between the Parties. Any amendments to this Agreement shall be subject to the approval of the District's Board.

a. Early Termination.

i. Cessation of CCS Operations under District Authorization. In the event CCS ceases to operate for any reason during the Term or Renewal Term, including but not limited to, voluntary closure, non-renewal by the District's Board, or revocation, this Agreement shall terminate, except for those sections surviving termination, and CCS shall surrender possession of the Premises to the District; provided, however, that in the event of revocation or non-renewal of CCS's charter, this Agreement will not be subject to early termination until such time as CCS has exhausted its statutory appeal rights or until the expiration of the Term or Renewal Term, as applicable, of this Agreement, whichever occurs first.

ii. Default by CCS. This Agreement shall terminate in the event of a default by CCS which CCS fails to cure in accordance with Section 13 of this Agreement.

iii. Termination Without Cause. The District's Board shall have the right to terminate this Agreement without cause during the Term or Renewal Term by formal action no later than December 1st of any year, which termination shall not take effect until the following June 30. The District shall provide CCS with written notice by October 1st of its intent to terminate the Agreement at the end of the then-current fiscal year ("Termination Notice"). Should the District's Board take formal action to terminate the Agreement, the District agrees to provide CCS with written notice of such action within ten (10) calendar days of the final decision.

(1) For illustration purposes only, if the District provided CCS with a Termination Notice by October 1, 2020, and the District's Board subsequently took formal action to terminate the Agreement by December 1, 2020, the Agreement would terminate on June 30, 2021.

b. Possession of Title to the Premises. Upon the expiration or earlier termination of this Agreement, possession of the Premises shall automatically revert to the District without the need for any further action on CCS's or the District's part. As titleholder to the Premises, with the exception of any furnishings and equipment designated as CCS's personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, exclusive use of such Premises for District programs and services.

3. FACILITIES USE FEE.

a. Facilities Use Fee. The Parties agree that CCS shall pay a flat rate of \$100 per classroom per day ("Facilities Use Fee"). CCS shall pay the Facilities Use Fee within

30 days upon receipt of invoice. This Agreement shall constitute CCS's obligation to make such payment timely and in full each year during the Term or Renewal Term, as applicable, and the District need not specifically invoice or notify CCS to trigger such payment obligation.

b. In addition to the Facilities Use Fee, the District shall also be entitled to charge for the actual costs of its supervisory oversight of CCS not to exceed one percent (1%) of CCS's revenue, as provided in Education Code section 47613. "Revenue" is defined in accordance with Education Code section 47613(f).

c. **Late Payments.** Late payment by CCS to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from CCS is not received by the District within ten (10) calendar days of the date such payment is due, CCS shall pay to the District an additional sum of ten percent (10%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by CCS.

4. USE.

a. **Operations and Maintenance.** CCS shall comply with District policies, regulations, and practices regarding the operations and maintenance of the Premises and any District-owned furnishings and equipment.

b. **Schedule of Use.** Subject to the limitations set forth in this Agreement, CCS shall be entitled to occupy and use the Premises pursuant to the schedule of use outlined in **Exhibit 1** ("Schedule"). At least thirty (30) days prior to the start of each school year during the Term or any Renewal Term, as applicable, the Parties shall meet to update the Schedule to reflect the dates/times in which CCS will occupy and use the Premises for the purpose of administering state tests and assessments to its students, or other purposes as allowed by District in accordance with Paragraph (c), below. Should CCS seek to modify the date(s) and/or time(s) of use of the Premises after the Schedule has been updated for the then-current school year, it shall promptly notify the District in writing of the requested modification(s). The District will use reasonable efforts to accommodate CCS's proposed modification(s) to the Schedule to the extent possible; provided, however, that CCS understands and agrees that the District shall be under no obligation to agree to the proposed modification(s) to the Schedule for the then-current school year if the Premises is already scheduled for use or occupancy by the District or another user/occupant during the proposed date(s)/time(s). Any modifications to the Schedule that are mutually agreed upon by the Parties shall be in writing. Further, any updates and/or modifications to the Schedule shall not require District Board approval. Should any dispute arise regarding the development, update, or modification to the Schedule during the Term or any Renewal Term, the Parties shall follow the dispute resolution procedures set forth in the then-current charter approved by the District's Board.

c. **Permitted Use.** The Premises shall be used and occupied by CCS for the sole purpose of ensuring student participation in state testing programs specified in the Leroy Greene California Assessment of Academic Achievement Act (Cal. Educ. Code §§ 60600 *et. seq.*), and for no other purpose without the prior written consent of the District. CCS shall be

fully responsible for its use of the Premises, as well as the use of the Premises by its students, directors, officers, employees, agents, contractors, invitees, and visitors of CCS.

d. Utilization of Space. CCS may utilize the Premises in any configuration and for the purposes specified in Section 4(c) herein. Any physical changes to the space must conform to the requirements of this Agreement.

e. Prohibited Uses.

i. No Increase in Insurance. CCS shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Premises, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions. CCS shall comply with all rules, regulations, and requirements of the insurers of the Premises. Should CCS initiate any use which increases insurance premiums, CCS shall pay for such increases.

ii. Compliance with Law. CCS shall not use the Premises or permit anything to be done in or about the Premises that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. CCS, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises. The District represents that the Premises complies with the California Building Code (“CBC”), Americans with Disabilities Act of 1990, as amended (“ADA”), Fair Employment and Housing Act (“FEHA”), and other building code standards applicable at the time of construction of the Premises. The District shall be responsible for compliance with CBC, ADA and FEHA for any major repairs it performs on the Premises. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises resulting from CCS’s use and occupancy thereof, CCS shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Premises. If CCS fails to take steps to clean the Premises or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from CCS, which takeover shall not occur unreasonably.

iii. No Nuisance or Waste. CCS shall not use or allow the Premises to be used for any unlawful purpose, nor shall CCS cause, maintain, or permit any nuisance or waste in, on, or about the Premises.

f. District and Civic Center Act Use of Premises. The District shall be entitled to use all or a portion of the Premises for District activities or functions at such times that the Premises are not being utilized by CCS. With respect to any other users, the District shall coordinate with CCS to schedule use of the Premises pursuant to the Civic Center Act (Education Code sections 38131 *et seq.*), with CCS’s scheduled uses taking priority over a request for community use.

g. Liens. The District is the owner of the Premises and CCS shall have no authority whatsoever to encumber the Premises. CCS shall keep the Premises free from any liens or encumbrances.

h. Furnishings and Equipment. The District previously equipped the Premises with furnishings and equipment (e.g., whiteboards, chairs, desks, computer equipment, etc.). These furnishings and equipment shall be available for use by CCS, but shall remain the property of the District. The District will retain ownership of all furnishings and equipment provided to CCS for purposes of its occupancy and use of the Premises and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term or Renewal Term, as applicable, in the same condition as received, reasonable wear and tear excepted.

CCS shall be responsible for the good care of the furnishings and equipment provided by the District, and shall be responsible for replacing or repairing any stolen, vandalized, or damaged items. CCS shall not surplus or dispose of unusable District furnishings or equipment, but shall contact the District regarding such unusable furnishings and equipment for handling by the District. The District shall not be obligated to replace unusable furniture or equipment during the Term or Renewal Term of this Agreement. Any new furnishings or equipment deemed necessary by CCS due to enrollment growth or otherwise during the Term or Renewal Term of this Agreement shall be provided by CCS, at its own expense, and shall remain the property of CCS.

5. UTILITIES AND TELECOMMUNICATIONS SERVICES.

a. Responsibility for Cost. The District represents that the Premises have been constructed to provide availability to all necessary utilities and telecommunications services. CCS shall not be responsible for paying for the utilities used or consumed by CCS on the Premises during the Term and any Renewal Term(s), including electricity, water, gas, and waste disposal, telephone systems, data lines, and related equipment as a separate expense under this Agreement. The District has factored in all such costs of CCS's use of necessary utilities and telecommunications services for its occupancy and use of the Premises into the Facilities Use Fee described in Section 3 above.

6. MAINTENANCE AND REPAIRS; ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

a. Maintenance and Operations.

i. Routine maintenance and operations are broadly and generally defined as maintaining, repairing, cleaning, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment. The District shall be solely responsible for conducting routine maintenance, operations, custodial, and minor repairs on the Premises in accordance with District policies and procedures. District agrees that the District's pro rata cost of providing the foregoing services for the Premises has been included in the Facilities Use Fee, and CCS shall not be separately charged for those services.

b. Major Repairs. The District shall be responsible for major repairs on the Premises. For purposes of this section, major repair projects are those that are significant in scope and may involve a public works bid. Major repairs include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and flooring systems, exterior and interior painting, and any other purposes considered deferred maintenance under Education Code section 17582. The District shall have access to the Premises to perform major repairs, maintenance, and inspections, and will coordinate such work with CCS administration to the extent such major repairs, maintenance, and/or inspection might impact CCS's scheduled occupancy and use of the Premises. The District will use reasonable efforts to schedule any major repairs, maintenance, and inspections of the Premises to avoid or minimize any disruption to students. CCS shall be responsible for notifying the District Superintendent in writing immediately of any damage or defect in or on the Premises that may require major repair and/or maintenance.

c. Alterations, Additions, and Improvements.

i. Requirements. CCS shall not make any alterations, additions, or improvements to the Premises or any part thereof without obtaining the prior written approval of the District. Any such alterations, additions, or improvements to the Premises shall be memorialized in a separate written agreement mutually agreed upon by the Parties and shall be subject to District Board approval.

ii. Personal Property. All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned and utilized by CCS on the Premises shall be and remain the property of CCS and shall be removed by CCS at any time during the Term or Renewal Term, as applicable.

7. ENTRY BY THE DISTRICT.

a. District Access to the Premises. The District reserves the right to enter the Premises for inspection; to supply any service to be provided by the District to CCS; and to alter, improve, or repair the Premises. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked, and further providing that the business of CCS shall not be subjected to unreasonable interference. The District may enter the Premises at any time without notice, including in the event of an emergency. The District will provide CCS with forty-eight (48) hours prior notice of such visit if reasonable and appropriate, as determined by the District in its sole discretion. The District and CCS agree to cooperate so that disruption to the educational program of CCS is minimized. Provided that the District's actions are reasonable under the circumstances and are otherwise consistent with this Paragraph, CCS hereby waives any claim for damages for any injury, inconvenience to, or interference with CCS's business, any loss of occupancy, or quiet enjoyment of the Premises caused by such activities. The District shall at all times have and retain a key with which to unlock all of the doors located on the Premises, excluding CCS's vaults and safes, to the extent that such vaults or safes are maintained on the Premises, and the District shall have the right to use any and all

means that the District may deem proper to open said doors in an emergency in order to obtain entry on or in the Premises. Entry on or in the Premises obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, or an eviction of CCS from the Premises or any portion thereof.

b. Employees, Contractors, and Independent Contractors. The District and CCS acknowledge that CCS is a public charter school using the Premises for state testing purposes related to public education. The District and CCS therefore agree that any of their respective employees, agents, contractors or independent contractors who enter the Premises pursuant to this Agreement and who may have contact with CCS's students will undergo criminal background checks as specified in Education Code section 45125.1 or any other applicable law.

8. INDEMNITY.

a. CCS's Indemnification. CCS shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of CCS under this Agreement as they relate to the Premises or arising from CCS's use of the Premises or from any activity, work, or other things done, permitted or suffered by CCS in or about the Premises, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, officers, agents, invitees, and visitors as they relate to the Premises.

CCS shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on CCS's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of CCS, or any employee, officer, agent, invitee, or visitor of CCS, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, officers, agents, invitees, and visitors as they relate to the Premises. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), CCS, upon notice from District, shall defend the same at CCS's expense. CCS shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Premises.

i. CCS's Indemnification and Defense for Specific Claims. To the maximum extent permitted by law, CCS shall also defend (at CCS's sole cost and expense and with legal counsel approved by the District, which approval shall not be unreasonably withheld), indemnify, and hold harmless the District, its trustees, officers, employees, representatives, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs, including, without limitation, attorneys' fees, investigation costs, expert fees and costs, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision, at trial and on appeal (collectively, "Indemnity Losses") arising out of, in connection with, or resulting from any claim, demand, or action brought against the District

alleging CCS's noncompliance with the geographic restrictions applicable to charter schools and set forth in the Act.

b. District's Indemnification. The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend CCS, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the District under this Agreement as they relate to the Premises or arising from the District's use of the Premises or from any activity, work, or other things done, permitted or suffered by the District in or about the Premises, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of CCS, its employees, officers, agents, invitees, and visitors as they relate to the Premises.

The District shall further indemnify, hold harmless, and defend CCS from and against any and all third party claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the District, or any employee, officer, agent, invitee, or visitor of the District, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of CCS, its employees, officers, agents, invitees, and visitors as they relate to the Premises. If any action or proceeding is brought against CCS by reason of such claim (regardless of whether a claim is filed), the District upon notice from CCS shall defend the same at the District's expense.

c. Survival of Indemnity. The provisions of this Section 8 shall survive the expiration or sooner termination of this Agreement with respect to matters arising out of facts or circumstances occurring during the period prior to such expiration or termination.

9. INSURANCE.

a. CCS's governing board shall ensure that CCS retains appropriate insurance coverage. During the Term and any Renewal Term(s), CCS shall obtain and keep in effect insurance coverage as follows:

i. Comprehensive or commercial general liability insurance with limits not less than Three Million Dollars (\$3,000,000) each occurrence combined single limit and Five Million Dollars (\$5,000,000) general aggregate for bodily injury and property damage (whether coverage is through primary only or primary plus excess). Policy form language to include molestation and sexual harassment coverage.

ii. Comprehensive or Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, as applicable.

iii. Workers' Compensation, with Employer's Liability limits (including employment practices coverage) not less than Five Million Dollars (\$5,000,000) each.

iv. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) each occurrence. Policy form language to include educator's legal liability coverage.

b. District as Additional Insured. The District shall be named as additional insured on CCS's comprehensive or commercial general liability, and comprehensive or business automobile liability insurance policies. A copy of all required insurance policies evidencing the District named as an additional insured shall be provided to the District by November 15, 2019.

c. Insurance Policies. The minimum limits of policies shall in no event limit the liability of CCS. Said insurance shall be with companies having a rating of not less than "A-" in "AM Best's Insurance Guide" except that insurance through a California-authorized Joint Powers Authority shall satisfy this agreement. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer; or if the insurer refuses to provide such notice to additional insureds, by CCS. CCS shall, at least twenty (20) calendar days prior to the expiration of such policies, furnish the District with renewals or binders. CCS agrees that if CCS does not take out and maintain such insurance, then the District may (but shall not be required to), after two (2) days written notice to CCS, procure said insurance on CCS's behalf and charge CCS the premiums and may recover reasonable administrative costs for procuring such insurance. CCS shall have the right to provide such insurance coverage pursuant to blanket policies obtained by CCS, provided such blanket policies expressly afford coverage to the Premises and to CCS, as required by this Agreement.

d. Waiver of Subrogation. CCS hereby waives any and all rights of recovery against the District or against the officers, employees, agents, and representatives of the District, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. CCS shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement.

10. DAMAGE OR DESTRUCTION.

a. CCS shall be financially responsible for any damage to the Premises caused by CCS (including by any of its students, directors, employees, officers, agents, contractors, invitees, or visitors). The District shall determine whether to repair the damage at CCS's expense, or to authorize CCS to repair the damage at CCS's expense. Should the District authorize CCS to repair the damage, the Parties shall enter

into a separate written agreement to define the scope, rights, and responsibilities of the Parties concerning such repair work to the Premises. Upon discovery of any damage to the Premises, CCS shall immediately notify the District.

b. If the Premises are damaged by any casualty that is covered by the insurance required to be carried by CCS, the District shall assess such damage and make its decisions regarding restoration, replacement, or housing of CCS at one or more alternate locations as necessary. The District shall make its best efforts to provide CCS with use of alternative space(s) in existing District properties for those CCS students displaced by the damage from the date of the damage until the repair work is completed, with the Parties acknowledging that this may require allocation of spaces on more than one school site. CCS's use of such alternative space(s) for this purpose shall be limited to the dates and times specified on the Schedule for the then-current school year and any subsequent Schedule(s) or modifications(s) to such Schedule(s) agreed upon by the Parties, consistent with Section 4.b. above. The District shall not be required to lease or purchase additional facilities to house CCS students under this Agreement. If CCS moves to the alternative space(s) provided by the District during the period of repair, there shall be no diminution of the operational cost payments, including the Facilities Use Fee, during the period of restoration.

c. CCS shall have no claim against the District for any damage suffered by reason of any such damage, destruction, repair, or restoration to the Premises.

11. HAZARDOUS MATERIALS. CCS shall not cause or allow hazardous materials (as defined by applicable federal, state and local statutes, rules and regulations) to be generated, stored, possessed, used or disposed of on or under the Premises in violation of the law. CCS shall give written notice to the District prior to the release or immediately following the discovery by CCS of the presence or believed presence of any hazardous materials on the Premises. The District represents and warrants that, to the best of its knowledge, it has not received any notice of a violation of any hazardous material statute, law, or regulation related to the Premises.

12. ASSIGNMENT AND SUBLETTING. CCS may not assign its rights to the Premises or sublet any portion of the Premises without the prior written consent of the District.

13. DEFAULT AND REMEDIES.

a. Default by CCS. The occurrence of any of the following shall constitute a material breach of this Agreement by CCS:

i. Any failure by CCS to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to CCS.

ii. The abandonment or vacation of the Premises by CCS.

iii. A failure by CCS to observe and perform any other provision of this Agreement to be observed or performed by CCS where such failure continues for thirty (30) calendar days after written notice thereof by the District to CCS; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. CCS shall not be deemed to be in default if CCS, within such period, commences such cure and thereafter diligently prosecutes the same to completion.

iv. The making by CCS of any general assignment or general arrangement for the benefit of creditors; the filing by or against CCS of a petition to have CCS adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CCS, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of CCS's assets located on the Premises or of CCS's interests in this Agreement, where possession is not restored to CCS within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of CCS's assets located on the Premises or of CCS's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

v. Revocation of CCS's charter by the District's Board or cessation of CCS's program for any reason. However, if CCS pursues an appeal of a revocation of its charter by the District's Board, CCS shall not be in default under this section until CCS has exhausted its available statutory or other legal appeal rights and the revocation has not been overturned on appeal pursuant to those rights.

vi. The failure by CCS to utilize the Premises for the sole purpose of operating a charter school and any uses as authorized by this Agreement where such failure continues for fifteen (15) calendar days after written notice by the District to CCS.

b. Remedies. If CCS commits any such material breach, then the District may, at its sole discretion, take any of the following actions:

i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating CCS's right to possession regardless of whether CCS has abandoned the Premises.

ii. Terminate CCS's right to possession, in which case this Agreement shall terminate and CCS shall immediately surrender possession of the Premises to the District. In such event the District shall be entitled to recover from CCS all reasonable damages incurred by the District by reason of CCS's default.

iii. None of the remedies listed herein is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy existing at law or in equity. No delay or omission to exercise any of these remedies shall be construed to be a waiver thereof.

c. Default by the District. The District shall not be in default unless the District fails to perform the obligations required of the District within a reasonable time, but in no event later than forty-five (45) calendar days after written notice by CCS to the District

specifying wherein the District has failed to perform such obligations; provided, however, that if the nature of the District's obligation is such that more than 45 days are required for performance, then the District shall not be in default if the District commences performance within such 45-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, CCS may pursue all remedies available by law. If the District's default is creating an immediate threat to the health and safety of CCS students, CCS make take all necessary actions to protect the health and safety of its students, and deduct all reasonable costs associated therewith from the Facilities Fee.

14. MISCELLANEOUS.

a. Captions, Attachments, Defined Terms, Amendments.

i. The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.

ii. Attachments, exhibits, and addenda are deemed to constitute part of this Agreement and are incorporated herein.

iii. This Agreement may only be amended in writing that specifically indicates the Parties' intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties.

b. Entire Agreement. This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and CCS relative to the Premises. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Premises are merged in or revoked by this Agreement.

c. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

d. Time of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

e. Binding Effect, Choice of Law, and Venue. The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by CCS, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Yolo.

f. Waiver. No covenant, term, or condition or the breach thereof shall be

deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by the District of any performance by CCS after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the District in writing.

g. Holding Over. If CCS remains in possession of all or any part of the Premises after the expiration of the Term or Renewal Term, as applicable, with or without the express or implied consent of the District, then such tenancy shall be from month to month only, and not a renewal or an extension for any further term, and in such case, use payments and other monetary sums due hereunder shall be payable in the amount and at the time specified in this agreement and such month-to-month tenancy shall be subject to every other term, covenant, and condition contained herein.

h. Notices. All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

DISTRICT:

Winters Joint Unified School
District
909 West Grant Ave.
Winters, CA 95694
Attention: Superintendent

CHARTER SCHOOL:

Compass Charter Schools of
Yolo
850 Hampshire Rd., Suite P
Thousand Oaks, CA 91361
Attention: Superintendent & CEO

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

i. District Governing Board Approval. This Agreement shall become effective upon approval or ratification by the District's Board.

j. Authority to Execute. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

k. Execution in Counterparts. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures, so long as the originals are provided as soon as possible thereafter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

COMPASS CHARTER SCHOOLS OF YOLO

By: _____
Todd Cutler, Ed.D
Superintendent of Schools

By: _____
J.J. Lewis, M.Ed
Superintendent & CEO

Date: _____

Date: _____

EXHIBIT 1
Schedule of Use