

BLUE OAK CHARTER SCHOOL
450 W. East Avenue, Chico, CA 95926
(Room 24)
CHARTER COUNCIL
SPECIAL MEETING AGENDA
Monday, February 2, 2026 06:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/85647398624?pwd=Ii7HUrpdw8OsnKf0ishtj8Rj6ocQhg.1>

Meeting ID: 856 4739 8624

Passcode: i2tuNi

***Vision:** To be a model for successful education of the whole child.*

***Mission:** To nurture and deepen each child's academic and creative capacities using methods inspired by Waldorf education in a public school setting.*

***Virtues:** Hold Reverence - Have Courage - Build Friendships - Seek Wisdom - Show Compassion*

Notice: Any person with a disability may request the agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting at, 450 W. East Ave., Chico, CA or by calling (530) 879-7483 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (at least 48 hours before the meeting). All efforts will be made for reasonable accommodations.

Blue Oak Charter Council (BOCC) may tape, film, stream, or broadcast any open BOCC Meeting. The BOCC Chair may announce that a recording or broadcasting is being made at the direction of BOCC members and that the recording or broadcast may capture images and sounds of those attending the meeting. Any BOCC recording may be erased or destroyed 30 days after the meeting. All times noted on the agenda are approximate and listed solely for convenience. The Board may hear items earlier or later than is noted and move the agenda items' order.

The Blue Oak Charter Council reserves the right to take action on any item on the agenda.

AGENDA

OPEN SESSION - 6:00PM

1. OPENING

- 1.1. Call Meeting to Order
- 1.2. Roll Call of Council Members to establish a quorum
- 1.3. Invocation - School Verse Read

"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, and Love of life itself. Let us remember that as many hands build a house, so many hearts build a school.

- 1.4. Agenda Modifications

2. GOVERNANCE

- 2.1. Prop 2
- 2.2. Measure C
- 2.3. Prop 39
- 2.4. Disposal/Sale of School Property §17546

Trisha Atehortua

3. BUSINESS

- 3.1. Modify School Calendar - additional non-student ½ day (2-12-26)
- 3.2. Modify March BOCC meeting 3-17-26

NEXT MEETING - Tuesday, February 17, 2026, at 6:00 PM

8. ADJOURNMENT

Minutes Taken By: Maggie Buckley

Approved by: _____ Date: _____



BLUE OAK SCHOOL

A WALDORF-INSPIRED PUBLIC CHARTER (K-8)

Application for Measure C Funds

May 1, 2025

Update July 31, 2025

Updated December 9, 2025

Updated January 30, 2026

SECTION 1: APPLICANT INFORMATION

Blue Oak Charter School

Primary Contact: Trisha Atehortua

Board Member and Facilities Committee Chair

(530) 693-0402

Trisha@blueoakcharterschool.org

SECTION 2: PROJECT OVERVIEW

Project Name: A Home for Blue Oak Charter School

Project Description:

Blue Oak Charter School currently serves approximately 200 students and proposes the installation of leased modular classroom units on CUSD owned property purchased with Blue Oaks Measure K funds to establish a long-term school site. The modular campus will provide sufficient space to fully operate the school's existing educational program while allowing for future growth of up to 300 students.

The modular buildings will be strategically placed on one side of the site, as shown in the attached site diagram, to maintain flexibility for future development. This layout allows for the potential construction of a permanent structure at a later date should additional funding become available; however, the project is not reliant on the construction of a permanent facility. The modular campus is designed to function independently and can serve as a durable, long-term solution for Blue Oak Charter School for many years.

The campus includes general education classrooms serving TK- 8th grade, administrative spaces, student support spaces, a warming kitchen, and outdoor play areas. Site planning and infrastructure are designed to support the school's operational needs without disruption.

The new campus is located on a scenic property bordered by open land and adjacent to a creek—an environment that supports Blue Oak's Waldorf pedagogy, emphasizing ecological awareness, outdoor education, and integrated learning.

This modular approach allows Blue Oak Charter School to achieve long-term site stability, reduce ongoing monthly facility expenses, and remain fiscally responsible while meeting both current and future educational needs.

Buildings:

- 10 general education classrooms (2 classrooms for combined TK/K classrooms, and Grades 1–8)
- 2 modular buildings for administrative
- 1 modular for special education and intervention
- 2 restroom buildings
- 1 warming kitchen
- Outdoor play areas

Estimated Cost: See Cost Estimate Attachment

Measure C Funding Requested: \$1,001,000

Expected Start Date: Feb 9th, 2026

Expected Completion Date: Feb 1, 2027

3. SECTION - EVALUATION CRITERIA

1. Feasibility of Project

Blue Oak Charter School has taken deliberate and responsible steps to ensure this project is realistic, financially achievable, and deliverable within the proposed timeline. The school has developed a modular campus solution that can function as a long-term facility while also preserving the option for future permanent construction if additional funding becomes available.

Financial Feasibility

The project budget is supported by a detailed cost estimate prepared by Cumming Group, which is included as part of the supporting documentation. Blue Oak Charter School, RGA (architectural firm), and the CUSD Facilities Department collaborated on project layout, scope development, and planning that informed the estimate. This estimate provides a clear framework demonstrating that the proposed modular solution is financially achievable. By using leased modular buildings, Blue Oak can lower ongoing monthly facility expenses compared to its current leased site. This approach allows the school to responsibly manage cash flow while maintaining program quality.

Project Readiness and Planning

Blue Oak Charter School has undertaken due diligence and early planning to position the project to move forward upon funding award. The school has engaged RGA, its architectural firm, which has coordinated with the City of Chico, the Division of the State Architect (DSA), and the CUSD Facilities Department to provide information concerning on-site layout, access, infrastructure, and regulatory considerations. This work positions the project to proceed immediately into design, permitting, and modular procurement in order to meet the proposed project timeline.

Based on this planning work, the proposed site layout allows for the potential construction of a permanent facility while the school remains operational in the modular buildings, should the school pursue that option at a later date. (As illustrated in the attached proposed site plan)

Timeline and Risk Management

To mitigate scheduling risk, Blue Oak has secured an extension of its current facility lease, allowing the school to remain at its existing site through February 28, 2027. This provides time to complete site preparation, modular installation, and transition to the new campus while minimizing disruption. The modular approach further reduces construction risk by minimizing on-site build time and limiting exposure to cost escalation.

Potential Obstacles and Mitigation

Potential challenges such as regulatory approvals and construction coordination have been proactively addressed through early planning and professional consultation. Because the project is not dependent on permanent construction, Blue Oak is able to proceed with confidence regardless of future funding outcomes.

With these measures in place, Blue Oak Charter School is well-positioned to successfully deliver this project in a fiscally responsible and timely manner

2. Project Plans Completed and Approved

Blue Oak Charter School has undertaken early site planning and due diligence for the proposed project. A proposed site plan has been developed and is included with this application. RGA, the school's architectural firm, has already held a meeting with the City of Chico for preliminary planning and has a conversation with the Division of the State Architect (DSA) regarding this project.

Final construction plans and approvals will be completed following the funding award and will be routed through the appropriate governing authorities, including the Division of the State Architect (DSA) and the City of Chico in coordination with Chico Unified School District.

3. Secured Leveraged Funding

Blue Oak Charter School has secured and allocated the below funding to support the proposed project. If awarded \$1,001,000 in Measure C funding, the school will have the funds necessary to complete the project as proposed.

Funding Source	Amount	Status
Measure C	\$1,001,000	Requested
Measure C	\$1,897,718	Allocated
Measure K	\$ 1,383,385	Allocated
Measure C	\$ 921,696	Allocated
Total	\$5,209,799	

4. PROPOSED LOCATION

Chico Unified, through the use of Blue Oak's Measure K funding, purchased property at the corner of Apodaca Place and Bruce Road to support a new school site for Blue Oak. Close of escrow confirmed by Jaclyn Kruger on August 24, 2024

5. IMPACT OF DISTRICT STUDENTS

Blue Oak Charter School serves primarily Chico Unified Residents, with 84% of our students residing within the Chico Unified School District. The students' demographics closely match those of Chico Unified. Blue Oak, a small school community focused on child development, engages students through story, art, music, and movement. This provides a unique option for students with diverse learning styles and broad interests. These students, as they transition to high school or interact with others in the community, bring a unique experience and perspective that enriches the experiences of other students.

The new site will allow the offering to improve environmental education, including connection and funding with the California Coastal Commission Inland Waterways. The new site location is part of a growing area in Chico, drawing and supporting new families who are moving to the area. Blue Oak Charter School community events, such as the May Faire, Harvest Festival, and the Walk into Winter Faire, will be more accessible to Chico students and new community members.

6. UNIQUE PROGRAM OFFERING

Grounded in the holistic principles of Waldorf education, Blue Oak Charter School offers a unique, developmentally appropriate curriculum that integrates academic learning with the arts, nature-based instruction, and social-emotional development. Students engage daily through story, movement, handwork, music, and art, with instruction guided by an understanding of child development and readiness.

Handwork and violin instruction develop hand-eye coordination, fine motor skills, and proprioception, while artistic activities such as drawing and movement support cognitive and emotional growth. The play-based Kindergarten introduces foundational reading and math skills through story and rhythm while fostering social development. As students progress through the

grades, experiential learning, including meaningful field trips and project-based instruction, deepens understanding and strengthens the classroom and family community.

The proposed campus supports this program by providing flexible classroom spaces, student support areas, and outdoor environments that enable instruction to flow fluidly among academic, artistic, and experiential learning. Annual classroom plays further develop students' oral communication and confidence. Students who complete the full program through middle school develop the ability to think critically, collaborate effectively, and apply learning to real-world contexts.

7. SOCIOECONOMIC FACTORS

The following table is taken from Chico Unified's Charter Authorizer Spring Reflections, which provides detailed information on our demographics, including students with Disabilities and English Language Learners.

Blue Oak currently serves 151 unduplicated pupils.

Student Group	2022-2023		2023-2024		2024-2025	
	#	%	#	%	#	%
All Students	260		232		219	
English Learners	9	3.5	11	4.7%	9	4.1%
Foster Youth	2	.8%	3	1.3%	0	0%
Homeless	2	.8%	3	1.3%	12	5.5%
Socioeconomically Disadvantaged	155	59.6%	127	54.7%	145	66.2%
Students with Disabilities	32	12.3%	34	14.7%	37	16.9%
African American	6	2.3%	2	.9%	3	1.4%
American Indian or Alaska Native	1	.4%	0	0%	0	0%
Asian	4	1.5%	7	3.02%	4	1.8%

Filipino	0	0%	1	.4%	2	.9%
Decline to state			6	2.6%	6	2.7%
Hispanic	54	20.7%	56	24.1%	60	27.4%
Native Hawaiian or Pacific Islander	2	.8%	1	.49%	0	0%
White	169	65%	135	58.2%	115	52.5%
Two or More Races	23	8.8%	24	10.3%	29	13.2%

**Source: DataQuest*

SECTION 4: SUPPORTING DOCUMENTATION

Site Layout

Measure K Allocation

Measure C Allocation

Lease Agreement

Initial School Site Evaluation CDE

Location Map

Cummings Group Cost Estimates



BLUE OAK CHARTER SCHOOL
DETAILED REVENUE AND EXPENDITURES
Updated: 05.01.25

Res 9807

	<u>Revenue</u>
Series A Allocation	1,094,415.00
Step Up Reallocation (05.20.19)	28,015.00
Series B Allocation	1,393,939.00
Series C Allocation	1,317,906.00
Total Dollars Available	3,834,275.00

<u>Request Description</u>	<u>Dollars Requested</u>	<u>Board Approval Date</u>
Site Evaluation and Planning	35,000.00	11/15/2017
Playground replacement	90,000.00	5/2/2018
Technology	34,227.00	6/27/2018
F&E	5,709.00	6/27/2018
17-18 Michael Weissenborn Consulting Fees	610.00	N/A
F&E	4,000.00	10/17/2018
Music Storage	12,000.00	10/17/2018
Safety Issues	15,000.00	10/17/2018
Technology	19,000.00	11/14/2018
18-19 Michael Weissenborn Consulting Fees	493.00	N/A
Furniture, Music, and Technology items	18,000.00	3/11/2020
19-20 Michael Weissenborn Consulting Fees	66.00	N/A
Land Request #1	1,300,000.00	N/A
Land Addendum #1	200,000.00	N/A
Playground replacement closeout	(5,729.59)	2/21/2024
Land Request #1 closeout	(1,300,000.00)	N/A
Land Addendum #1 closeout	(200,000.00)	N/A
Legal Fees (23-24)	50,814.25	N/A
Property Purchase	2,100,000.00	5/15/2024
Freezer	6,000.00	10/2/2024
Architect Fees for New Campus	37,500.00	11/20/2024
Planning and Design Services for New Campus	20,000.00	

Total Requested to Date

2,442,689.66

	<u>Actual Dollars Spent</u>
2017-18	609.69
2018-19	173,757.68
2019-20	14,517.32
2020-21	-
2021-22	-
2022-23	-
2023-24	100,864.25
2024-25 YTD	2,124,320.60
Total Dollars Spent	2,414,069.54

Total Dollars Remaining for Requests	1,391,585.34
---	---------------------

CHICO UNIFIED SCHOOL DISTRICT
BOND ALLOCATION OPTION

\$239,000,000

Charter Enrollment	2,366	16.11%	\$38,512,157	Less 5.46% Indirect Cost	Less 1.25% Bond Issuance Cost	Net Bond Dollars
CUSD Enrollment	12,317	83.89%	\$200,487,843	(2,102,764)	(481,402)	\$35,927,991
	14,683		\$239,000,000			15.03%

	Revised CUSD Net Bond Dollars	Revised Charter Net Bond Dollars
	\$203,072,009	\$35,927,991
Less Fremont Project	(\$1,000,000)	(\$9,000,000)
Remaining Bond Dollars	\$202,072,009	\$26,927,991

	In-District Enrollment	Percentage of Charter Enrollment	35% of Net Bond Dollars
Achieve	180	8.63%	813,261
Blue Oak	204	9.78%	921,696
CCDS	535	25.65%	2,417,194
CORE Butte	617	29.58%	2,787,680
FRCS	108	5.18%	487,957
Inspire	N/A	0.00%	-
Nord	192	9.20%	867,479
Sherwood	104	4.99%	469,884
Willflower	146	7.00%	659,645
Charter Total	2,086	100.00%	9,424,797

Total Net Bond Dollars	\$ 26,927,991
35% Allocated to All Charters	\$ 9,424,797
Dollars Available for Charter Facility Plans	\$ 17,503,194

Total Dollars Allocated to Charter Schools	\$35,927,991
	\$1,000,000
	\$36,927,991
Ballot Percentage	15.45%

BLUE OAK CHARTER SCHOOL LEASE

Lessor. Leen – Liberty Park LLC, 280 Cohasset Road, Suite 110, Chico, CA 95926.

Lessee. Blue Oak Charter School, a non-profit corporation, 450 W. East Avenue, Chico, California.

Premises. In consideration of the rents, payments, covenants and agreements on the part of Lessee to be paid and performed, the Lessor leases to the Lessee, and Lessee leases from Lessor, for the Term, at the rental and upon the conditions of this lease, that certain premises (referred to herein as the “Premises”) located at 450 W. East Avenue, in Chico, Butte County, California. Said Premises being agreed for purposes of this Lease, shall have approximately 29,195 square feet (see map attached – Exhibit B).

Term. The term of this Lease shall be for a period of thirteen (13) months, commencing on the 1st of February, 2026, and shall terminate the last day of February, 2027.

Permitted Uses. The Premises shall be used and occupied only for the purposes of a School and for no other use or purpose.

Rent. Lessee agrees to pay rent in the amount of \$35,000 per month.

Holdover Clause. If Lessee has not vacated the facility by February 28, 2027, the rent shall increase to \$50,000 per month.

Late Charges. A late charge in the amount of five percent (5%) of the monthly rent shall be paid as additional rent in the event the rent is received more than five (5) days late.

Security Deposit. Lessee agrees there shall be no security deposit refunded to Lessor, as such deposit has been applied to unpaid rents by Lessee.

Notice. Wherever in the Lease it is required or permitted that notice or demand be given or served by either party or the other, such notice or demand shall be deemed given or served when written and hand delivered, or after five (5) days if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor: 280 Cohasset Rd, Ste 110, Chico, CA 95926

To Lessee: 450 W. East Ave., Chico, CA 95926

Time. Time is of the essence in this lease.

CHARGES PAYABLE BY LESSEES

All utility expenses including but not limited to, electric, gas, water, garbage or refuse collection, all insurance costs including property and liability coverage, shall be prorated between Blue Oak Charter School and Enloe Health at a rate of Blue Oak Charter School 60%/Enloe Health 40%. Each tenant agrees to pay for their own interior building maintenance, custodial services, repairs, pest control and glass, for the area said tenants/Lessees each occupy. Blue Oak Charter School shall be responsible for paying all

expenses with Enloe Health reimbursing Blue Oak Charter School for Enloe Health's prorated portion of expenses.

Tenant Improvements. Lessee shall pay for any Tenant Improvements whether by new construction or modification of existing improvements to the Premises. Lessee is permitted to change any and all floor coverings in the Premises to Lessee's satisfaction. Prior to commencing work on Tenant improvements Lessee will obtain Lessors written permission to conduct such Tenant Improvements. Lessor's approval shall not be unreasonably withheld. Lessee may perform tenant improvements on the building and tenant-maintained areas as identified in "Exhibit B". It is agreed tenant has the right to do any of the above improvements at any time during the tenancy. Lessee is not required to make any of the lease improvements at any particular time, but Lessee has the right and option to do so at any time during the tenancy. Any improvements to accommodate Enloe Health's occupancy shall be at the sole expense of Enloe Health.

Lessor Changes. Lessor agrees to maintain premises in good condition, but also agrees not to change the premises' building, trees, or parking lot in any way without Lessee's written permission.

Taxes. Lessee shall pay any and all property taxes assessed on the premises for the space they occupy. Lessee shall submit property tax exemptions each year, and any reduction or waiver of property taxes shall benefit Lessor.

LESSOR'S EXPENSES

Exterior Maintenance. Lessor shall pay at Lessor's expense all expenses for maintenance, repair, or replacement with regard to the exterior of the Premises and the grounds adjacent thereto

- a) The Premises exterior building;
- b) The Premises landscaping;
- c) The Premises roof;
- d) The Premises parking area;
- e) The trees on the Premises;
- f) All asphalt on the Premises;
- g) All Heating Ventilation and Air Conditioning systems, excepting those areas identified in paragraph entitled Maintenance.

Repair or Replacement. Lessor shall maintain the parking area, the Parcel on which the Premises are located, and each and every part of them, in good condition, except that Lessee shall make any repairs or replacements necessitated by damage beyond normal wear and tear cause by Lessee, its employees, agents, students, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements within a reasonable time, Lessor may, at its sole option, make the repairs or replacements

after fifteen (15) days written notice to Lessee. In that event Lessee shall repay the cost of repairs or replacements to Lessor on after such repairs are completed.

USE OF PREMISES

Shared. The premises shall be a shared occupancy between Blue Oak Charter School and Enloe Health, with Blue Oak Charter School occupying 29,195 square feet, and Enloe Health occupying 18,877 square feet (see Exhibit B). All Lessees shall share equally in all parking, excluding the rear portion behind the iron fence and gate which is for the exclusive use of Blue Oak Charter School.

Permitted Uses. The premises shall be used and occupied only for the purposes of a school and all ancillary uses and for no other use or purpose.

Lessors Access. Lessor or their agents may enter the Premises at all reasonable time and upon reasonable notice for the purpose of inspecting the Premises.

Lessee agrees to permit Lessor to place upon the premises any usual “to let” or “for sale” signs within sixty (60) days prior to the expiration of the Lease. Lessee, upon reasonable notice by Lessor, will allow persons desiring to lease or purchase the premises to enter and inspect the Premises within the sixty (60) day period set forth above.

Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, as long as they do not interfere with the permitted use.

Compliance with Lessor’s Rules. Lessee agrees to comply with all reasonable rules and regulations established by Lessor for the use of the Premises.

Quiet Possession. If Lessee pays the rent and complies with all other terms of this Lease, Lessee may occupy and enjoy the Premises for the full Lease Term subject to the provisions of this Lease.

Waste. Lessee shall not commit any waste upon the Premises.

Tree Removal. Lessor grants Lessee permission to remove certain Bradford Pear trees from the area to the North of the building. Lessee and Lessor shall agree in writing those trees to be removed prior to any removal of said trees.

Lessee’s Signage. Lessee may place signs on the Premises to identify itself as a Charter School. Lessor shall have the right of approval of any such signs, which shall not be unreasonably withheld, prior to their placement.

HAZARDS

Insurance. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Premises, or cause the cancellation of any insurance policy covering the Premises. Lessee shall not sell, keep, use, or permit the sale, keeping, or use of any article that may be prohibited by Lessors policies of insurance on the Premises.

Instructional Materials. Lessee is permitted, with reasonable safeguards, to keep and use on the Premises any and all Instructional Materials.

Custodial and Maintenance Materials. Lessee is permitted, with reasonable safeguards, to keep and use on the Premises all Custodial and Maintenance Materials.

PARKING

Designated Parking. Lessee, its agents, servants, employees, guests, and invitees, shall have the right to park vehicles adjacent to the Premises, as set forth in "Exhibit A" hereto, without charge, throughout the term of the Lease, and any renewal term of the Lease. Lessee, its agents, servants, employees, guests, and invitees, shall not use any other parking spaces on the Premises other than those identified in "Exhibit A" hereto. Lessor grants Lessee permission to park on the lot described as 440 W. East Ave., Chico CA. Lessee agrees to immediately relinquish any and all parking rights to 440 W. East Ave., Chico, CA upon written notice by Lessor to Lessee and at the request of Lessor anytime throughout the term of this lease.

DAMAGE OR DESTRUCTION

Partial Damage to Premises. In the event of damage to the Premises, and if the damage is only partial (meaning the cost to repair would not exceed twenty five percent (25%) of replacement value), the Lease shall remain in effect and Lessor shall repair the damage as soon as reasonably possible.

Total or Substantial Destruction. If the Premises is totally or substantially destroyed (meaning the cost to repair would exceed twenty five percent (25%) of replacement value) this Lease shall, at the election of Lessee, terminate on the date of destruction.

Temporary Reduction of Rent. If the premises are damaged (see Partial Damage to Premises), and the Premises are repaired in a reasonable time, any rent payable during the period of such damage and repair shall be reduced by the percent of the premises which are damaged and or under repair.

CONDEMNATION

Eminent Domain. As used in the Article, the word "condemned" shall include:

- a) Receipt of written notice of the intent to condemn from an entity having the power of eminent domain;
- b) The filing of any action or proceeding for condemnation by any such entity, and;
- c) The conveyance of any interest in the Premises by the Lessor or the Lessee to a public or quasi-public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn.

Termination. In the event any part of, or interest in, the Premises is condemned, this Lease shall terminate at the option of either Lessor or Lessee as of the date title or actual possession vests in the

condemner, whichever occurs first. Rent under this Lease shall be payable only until such date. Lessor shall return to Lessee any rent paid beyond that date.

Notice. Lessor shall give lessee written notice within ten (10) days of any contemplated condemnation. After such notice Lessee shall have thirty (30) days to give notice of its intent to terminate this Lease.

ASSIGNMENT AND SUBLETTING

Subletting and Assignment. Lessee shall not have the right to sublet or assign any portion of the Premises during the term of this lease.

DEFAULTS AND REMEDIES

Covenants and Conditions. Performance by Lessor and Lessee of their respective obligations under this Lease are a condition as well as a covenant. Lessee's right to continue in possession of the Premises is conditioned upon such performance. Lessors right to Lessee's continued performance is condition upon the performance of Lessors obligations.

Default by Lessee. Lessee shall be in material breach of the Lease:

- a) Lessee abandons or vacates the premises;
- b) Lessee fails to pay rent or any other charge required to be paid by Lessor within thirty (30) days after written notice from Lessor;
- c) Lessee is in default in the performance of any obligation under this Lease for thirty (30) days after written notice from Lessor specifying the particulars of the default except that Lessee shall not be in default if it commences cure within the 30 days and diligently prosecutes the same to completion;
- d) Lessee makes any general assignment for the benefit of creditors;
- e) A petition or other proceeding is instituted by or against Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property for the benefit of creditors.

Default by Lessor. Lessor shall be in material breach of the lease if it fails to perform any obligation under the Lease within a reasonable time, but in any event, no later than thirty (30) days after written notice from Lessee to Lessor specifying the obligation and the failure to perform, except that Lessor shall not be in default if it commences cure within the 30 days and diligently prosecutes the same to completion.

Lessor's Remedies. In addition to any other rights and remedies available to Lessor in the event of default it shall have the right of entry to the Premises after fifteen days written notice to Lessee. Lessor, upon reentry, shall have the right to remove all persons and property from the Premises. Any property removed from the Premises shall be stored in a secure location at the cost of, and for the account of, Lessee. Should Lessor reenter, the Lease shall be deemed terminated and Lessors rights to damages

provided by law shall be preserved. Should Lessor re- enter, Lessor shall have no obligation to re-let the Premises.

Lessee's Remedies. In addition to any other rights and remedies available to Lessee at law or equity, in the event of default it shall have the right to immediately terminate the Lease upon the expiration of the thirty (30) day period set forth in paragraph entitled Default by Lessor.

INSURANCE

Maintenance of Insurance. Lessee shall furnish to Lessor a certificate of public liability insurance and a certificate of renewal of such insurance from time to time throughout the term of this Lease, insuring Lessee against liability for personal injury in the amount of at least one million dollars (\$1,000,000.00) per person and two million dollars (\$2,000,000.00) per occurrence. Lessee shall also furnish evidence of insurance as set forth above for property damage in the amount of seven million dollars (\$7,000,000) per occurrence.

Additional Insureds. Leen-Liberty Park LLC shall be named as additional insureds on any policy of insurance procured.

Notices. Lessor shall be entitled, during the term of the lease to post any notice of non-liability required by its insurance carrier or mortgagee in a space that complies with any ordinance or insurance policy approved by the State Board of Insurance.

DISPUTES

Arbitration. Any dispute, claim or controversy arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chico, Butte County, California before one neutral arbitrator selected by the parties. If the parties are not able to agree on an arbitrator, then the matter shall proceed before three arbitrators. In that event each party shall choose an arbitrator and the two arbitrators will select the third arbitrator. Any arbitration will proceed according to the Rules of the American Arbitration Association. Judgment on the arbitration award may be entered in Butte County Superior Court. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Mediation. The parties agree that any and all disputes claims or controversies arising out of or relating to this Lease shall first be submitted for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration pursuant to above paragraph. Either party may commence mediation by providing the other party a written request for mediation setting forth the subject of the dispute and the relief requested. If the parties cannot agree on a mediator within ten (10) days of the written request for mediation, then they shall apply to the Butte County Superior Court for the appointment of a mediator.

Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written demand for mediation, whichever occurs first. The mediation may

continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties the mediator shall be disqualified from serving as an arbitrator in the case. The provisions of this clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

Attorney's Fees and Costs. The prevailing party in any arbitration proceeding commenced pursuant to this Article or any enforcement thereof shall be entitled to recover Attorney's Fees costs from the adverse party.

Mediation Costs. The costs of mediation, including the mediator's fees, shall be borne equally between the parties.

MISCELLANEOUS

Severability. A determination by a court of competent jurisdiction that any provision of this Lease, or any part thereof, is illegal, or unenforceable shall not cancel or invalidate the remainder of this Lease, which shall remain in full force and effect.

Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms and provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neutral genders shall each include the other. In any provision relating to the conduct, acts, or omissions to act of either party it is understood and agreed that there is Mutuality of Obligation between the parties with regard to the terms of the Lease.

Entire Agreement. This Lease and Exhibits, if any, attached hereto and forming a part hereof set forth all the covenants, terms, provisions, warranties (if any), obligations, limitations promises, representations, agreements, conditions and understandings, either oral, or written between Lessor and Lessee concerning the Premises and there are no covenants, terms, provisions, warranties (if any), obligations, limitations, promises, representations, agreements, conditions and understandings, either oral, or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party to be charged with their performance.

Notices. All Notices required or permitted under this Lease shall be effective upon personal delivery or three (3) days after deposit in the U.S. Mail.

Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, students, or visitors except that occasioned by the negligence or act of Lessor its agents, employees, servants, contractors, or subcontractors. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury save any such loss or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of Lessor, its agents, servants, employees, contractors, or subcontractors.

Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in, or permanently affixed to the Premises by or at the expense of Lessee shall be and remain the property of Lessee. Lessor agrees that Lessee shall have the right to remove any and all such property prior to the expiration or termination of this Lease, so long as no default exists under the Lease. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of the items set forth above.

Interruption of Utilities. In the event of any interruption or malfunction for any reason of any utility or services to the Premises, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this Lease, or grant Lessee the right of set-off or recoupment of rent, or be considered a breach by Lessor, or entitle Lessee to any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly. Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.

Reasonability Standard. Wherever the words “reasonable,” “reasonability” or similar terms are used in this Lease as a standard for a measure of time for an act to be completed, or a thing done, the parties expressly agree that those terms are subject to resolution by resort to section entitled Disputes.

Real Estate Commission. Lessee acknowledges that Lessee contacted Lessor directly, and that no real estate commission is due or payable from Lessor. Lessee will hold Lessor and owners harmless from any claim made for a real estate commission. Lessor agrees that this covenant and indemnity shall be mutual. Lessee acknowledges that Lessor, Nels Leen, is a licensed California Real Estate Broker.

Subordination. This Lease is subject and subordinate to all mortgages and deeds of trust which may now or hereafter encumber the Premises, or any appurtenances thereto, or any leases, renewal, or modifications related thereto. This clause shall be self-operative, and no further instruments of subordination shall be required in order for this clause to be effective. Within ten (10) days of the written presentation thereof, Lessee hereby agrees to execute any and all reasonable instruments in writing required by Lessor or any lender to subordinate Lessee’s rights acquired by this Lease in accordance with this clause.

Transfer by Lessor. The term “Lessor” shall mean only the current owner of the Premises. In the event of a transfer by that owner of its interest in the Premises, the owner shall be released and discharged from all covenants and obligations of the Lessor accruing thereafter after the security deposit has been transferred from Lessor to the new owner. Such covenants and obligations shall be binding during the lease term on each new owner and their successors and assigns for the Term of the Lease.

SIGNATURE PAGE

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date



CALIFORNIA DEPARTMENT OF EDUCATION
SCHOOL FACILITIES PLANNING DIVISION

SFPD 4.0 (Rev. 07/09)

INITIAL SCHOOL SITE EVALUATION

- ☒ A scaled drawing with north indicated is attached to this review.
☒ A local educational agency boundaries map showing existing school sites, attendance areas, and the proposed new school site is attached to this review.

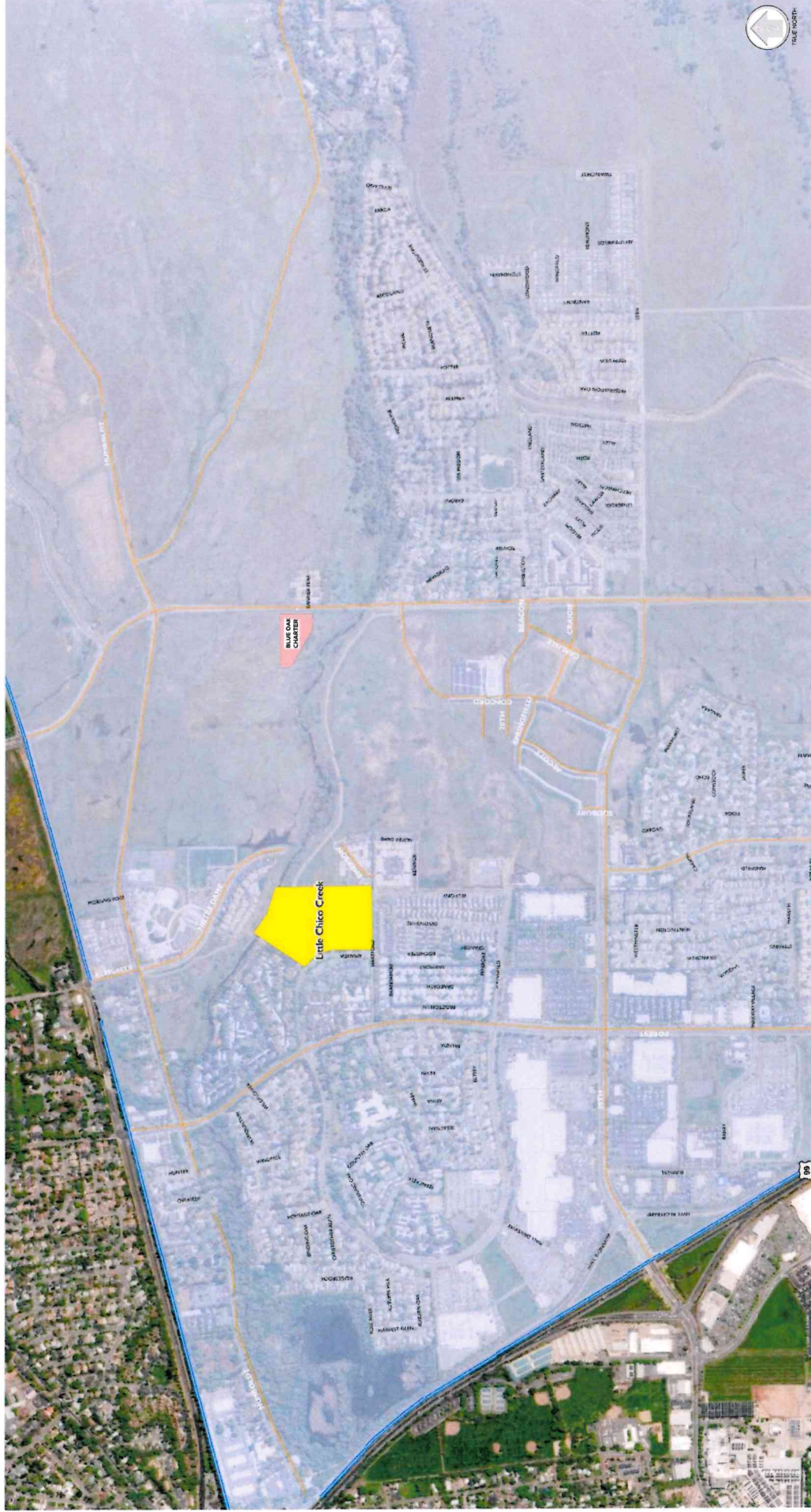
Date of Field Review 12-17-2024		County Butte		
Local Educational Agency (LEA) Chico Unified School District			School Site New K-8 Charter School	
Site Location (nearest cross streets, compass direction, and city) Bruce Road and Apodaca Place				
Master Plan Capacity 220	Grade Levels If stand alone special education See Additional Requirements TK-8	Number of Multitrack Year-Round Education Tracks 1	Class Size Reduction Grades	Estimated Land Value/Acre Owed
Project Type			Funding	
☒ New School ☐ Land Addition to Existing Site ☐ Other:		☒ Charter School ☐ Joint-Use Facilities:		☒ Developer ☒ Local ☒ State ☐ Financial Hardship
Proposed Facilities for County-Educated Special Education Students at the School In house; integrated with pull out				
Proposed School Athletic Program None				
Site Acreage				
Gross Acres 2.47	Net Usable Acres 2.47	California Department of Education (CDE) Recommended Acres 1.47	Percent of State Standard (Net Usable/CDE Recommended) 168%	
Site Characteristics				
Topography Level				
Historical Use Open Fields				
Current Use Commerical Development, Businesses, medical and professional offices				
Existing Structures to Be Removed or Demolished None				
Easements and Rights of Way 10' public utility easement along eastern edge				
Current Land Use or Zoning Adjacent to Site				
North Single Family				
East Arterial Road - then Signal Family				
South Park land & open space				
West Park land & open space				
Potential Land Use Incompatibilities Low				

Potential Issues

Yes (Y), No (N), ?	Indicate "Yes" if the following is a known or a potential concern.
Y	*Traffic: Two lane local street along north side
N	*Railroad Tracks (<1,500 ft.):
N	*Airport Runway (<2 nautical miles):
N	*Power Lines Above or Below Ground (>50kV):
N	*Pipelines (<1,500 ft., >80 psi):
N	*Excessive Ambient Noise:
N	*Active Fault Zones:
N	*Likelihood of Landslides or Liquefaction:
N	*Flood or Dam Inundation:
N	*Inadequate Soil Stability, Bearing Capacity:
N	*Topographic Problems (ex., excessive slope):
N	*Water or Fuel Storage Tanks:
N	*Toxics (natural or man-made):
N	*Odors, Dust, Smoke, Pesticide Drift:
N	*Hazardous Air Emissions or Hazardous Material <¼ mile:
Y	*Within 500 feet of a Major Traffic Corridor or Freeway for Air Quality: 4 lane arterial roadway along east side
N	*Wildland Fire Interface:
N	*Social Hazards:
N	*Unsafe Walking Routes:
N	*Difficult or Unsafe Accessibility:
N	Not Centrally Located in Attendance Area:
N	Distant From Other Community Facilities:
N	Poor Orientation For Wind or Light:
N	Poor Drainage:
N	Shape (length to width ratio >2:1):
N	Distant or Unavailable Utilities:
N	Excessive Grading or On-Site Development Costs:
N	Excessive Off-Site Development Costs:
N	Likely <i>Eminent Domain</i> or Relocation:
N	Wildlife, Protected Habitat, Wetland:
N	Historic, Archeological, Scenic Resource:
N	Farm Land or Agricultural Preserve (Williamson Act):
	Other (specify):

*Major safety issues to be avoided.

Ranking (1=high and 5=low)			
Ranking of This Site	Number of Sites Evaluated	Relative Ranking of This Site	
1	1	1	
If fewer than three sites evaluated, explain why. Charter owned property			
Recommendation			
☒ The California Department of Education's initial evaluation of this site indicates that the local educational agency may proceed with further evaluation of the site including the items detailed in the SFPD 4.01, School Site Approval Procedures. Specific concerns identified in this evaluation must be addressed in the site approval application. <i>THIS EVALUATION DOES NOT CONSTITUTE AN APPROVAL.</i>			
☐ The California Department of Education recommends that the school district no longer pursue acquiring this site.			
Comments			
Additional Requirements			
☐ Electromagnetic Field Mitigation Plan ☐ Pipeline/Tank Risk Assessment ☐ Special Education Program Review ☐ Noise Study ☐ Traffic Safety Study ☐ Other: ☐ Railroad Safety Study ☐ Caltrans Airport Assessment			
Field Review Participants			
Name	Address	Telephone Number	E-mail
Julie Kistle	1163 E 7th Street, Chico CA 95928	530 8913000 ext 20601	jkistle@chicousd.org
Name	Address	Telephone Number	E-mail
Kevin Easterling	115 Meyers Street, Suite 110, Chico CA 95928	530-342-0302	kevin@rgachico.com
Name	Address	Telephone Number	E-mail
Ross Simmons	111 Mission Ranch Boulevard, Suite 100	530-588-5199	rsimmons@northstareng.com
Name	Address	Telephone Number	E-mail
Name	Address	Telephone Number	E-mail
Name	Address	Telephone Number	E-mail
CDE Field Representative Signature			
Print Name Signature Date			

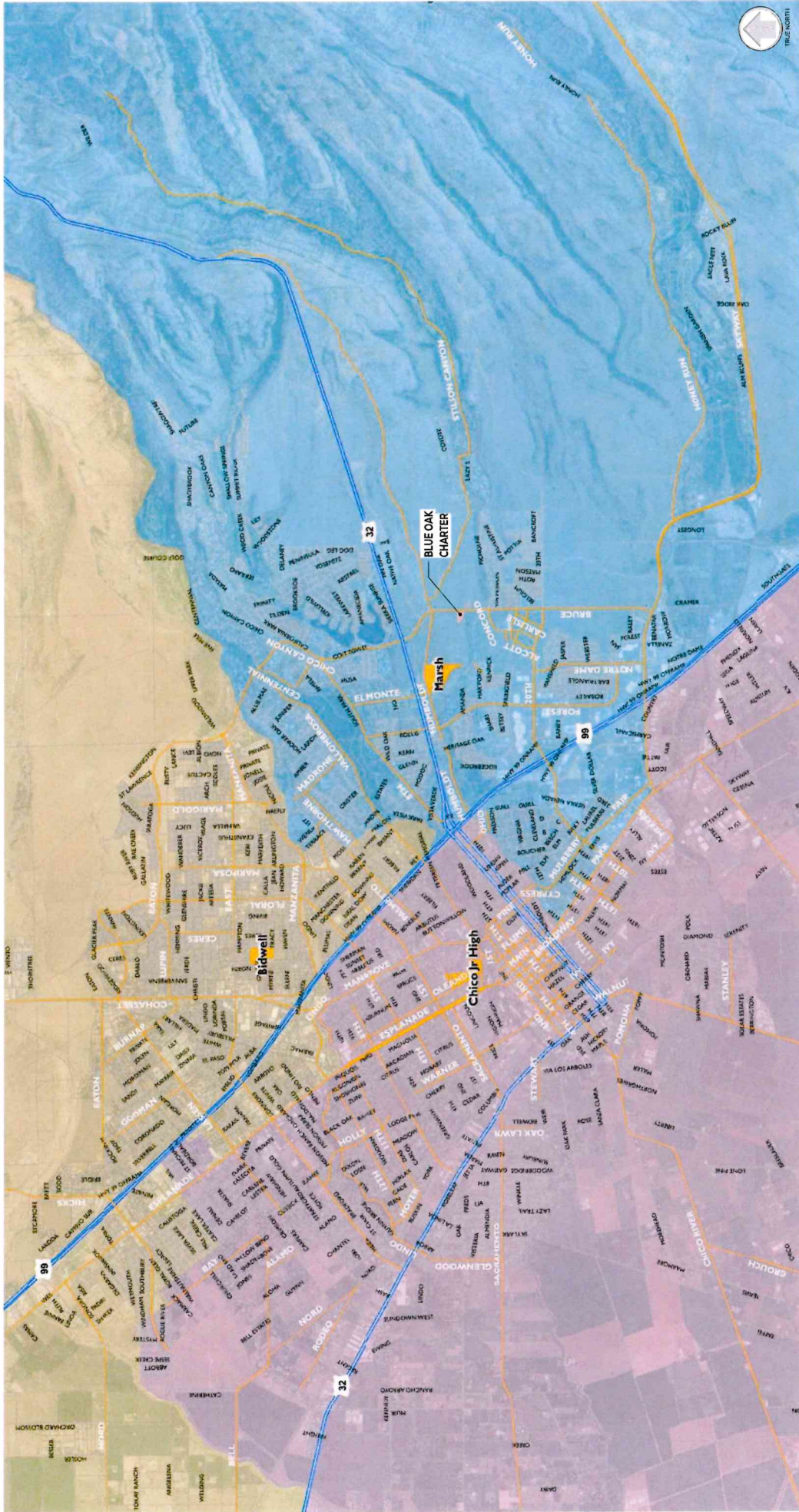


BLUE OAK CHARTER SCHOOL

LOCAL EDUCATION BOUNDARIES MAP

DRAWING SCALE: As Indicated

2025.02.14





Administrative Offices
1163 E. Seventh Street
Chico, CA 95928-5999

530 / 891-3000
fax: 891-3220
www.ChicoUSD.org

Facilities Department
2455 Carmichael Drive
Chico, CA 95928

(530) 891-3209
Fax: (530) 891-3190

EMAIL AND HAND DELIVERY

January 30, 2026

Ms. Susan Domenighini, Executive Director
Blue Oak Charter School
450 W. East Avenue
Chico, CA 95926

Re: Preliminary Offer for Use of Chico Unified School District Facilities in 2026/27

Dear Ms. Domenighini:

In response to your letter dated October 31, 2025, and as required by Title 5 California Code of Regulations Section 11969.9(e), Chico Unified School District (CUSD) proposes to offer Blue Oak Charter School (Blue Oak) the following:

1. Shared use of Sierra View Elementary School for your TK program;
2. Non-shared use of Cohasset Elementary School for your Grades K-5 program; and
3. Shared use of Marsh Junior High School for your Grades 6-8 program.

Projected ADA and Methodology

On December 1, 2025, I sent you a letter disputing Blue Oak's enrollment projections. On December 30, 2025, I received an email from you accepting the adjustments outlined in my December 1 letter; therefore, our Preliminary Offer is based on those counter projections.

Instructional Program

Based on Title 5, Section 11969.3(a) (1), the comparison group of schools used to analyze your accommodations includes Citrus, Emma Wilson and McManus Elementary Schools and Bidwell Junior High School.

The schools used in determining the comparison group schools is based on the information you provided and contain schools with similar grade levels that the largest number of students at the charter school would otherwise attend. I am attaching the "Existing Site Inventory" taken from the Chico Unified School District Facilities Master Plan dated November 26, 2023. The inventory provides all pertinent information for each of the school sites.

Also attached are:

- The "School Facilities Condition Evaluation" required to be completed by the State of California on an annual basis.
- CAO-2 for each site identifying student-to-teacher ratios.

For the 2026/27 fiscal year, CUSD's offer to Blue Oak is based on the average student-to-teacher ADA ratio of the school where the majority of Blue Oak students would otherwise attend and the average student-to-teacher ADA ratio as our Grades 6-8 schools as follows

Grade Level	McManus Elementary School Average Student-to-Teacher Ratio Based on ADA	Blue Oak Projected ADA	Needed Classrooms
TK	17.28	16.08	.93
K	19.06	21.92	1.15
1	16.68	14.69	.88
2	16.08	12.88	.80
3	20.25	15.20	.75
4	29.04	14.72	.51
5	29.04	22.50	.77
		117.99	5.79

Grade Level	Bidwell Junior High School Average Student-to-Teacher Ratio Based on ADA	Blue Oak Projected ADA	Blue Oak Projected ADA Based on Bidwell Junior High School Student-to-Teacher Ratio	Needed Classrooms
6	25.57	23.50	22.72	1
7	20.98	18.20	18.01	
8	23.04	9.33	8.89	1
		51.03		2

While Blue Oak may have some unique facility needs, CUSD is only required to provide facilities that are reasonably equivalent to those in which the students would be accommodated if they were attending public schools of CUSD.

Teaching and Non-Teaching Space Offered

Sierra View Elementary School Campus

CUSD offers the Sierra View Elementary School Campus on a shared use basis. The campus is located at 1238 Arbutus Avenue. The campus is approximately 9 acres. The

total square footage of CUSD-owned buildings being offered to you on the campus is approximately 960 sq. ft. and contains the following:

Non-Shared Space

1. 1 regular classroom

Shared Space

Should you accept our offer, Blue Oak would also be sharing a multiuse room, restrooms, a library, staff restrooms, and grounds with Sierra View Elementary School. Based on the number of classrooms needed by Blue Oak, the classroom currently containing non-essential services will be eliminated to accommodate a regular classroom for CUSD students.

Shared space will be based on a percentage calculation as follows:

16.08	Blue Oak Projected ADA
<u>424.35</u>	Sierra View Elementary School Projected ADA
440.43	Total ADA

3.65 Percent total time allocated to the use of share facilities

Cohasset Elementary School Campus

CUSD offers the Cohasset Elementary School campus on a non-shared use basis. The campus is located at 9932 Cohasset Road. The campus is approximately 5.98 acres. The total square footage of CUSD owned buildings being offered to you on the campus is 7430.65 sq. ft. and contains the following:

1. 3 regular classrooms
2. 1 relocatable classroom
2. A multi-use room with kitchen
3. A library/staff room
4. Restrooms for both staff and students
5. Administrative offices
6. Hard-court area
7. Field space
8. A parking lot

CUSD would be willing to install two additional relocatable classrooms to meet Blue Oak's Grades K-5 needs.

Marsh Junior High School

CUSD offers the Marsh Junior High School Campus on a shared use basis. The campus is located at 2253 Humboldt Road. The campus is approximately 20 acres. The total square footage of CUSD-owned buildings being offered to you on the campus is approximately 2,924 sq. ft. It was originally designed as a multipurpose room with a kitchen and restrooms. CUSD is willing to modify the facility to accommodate Blue Oak's needs.

Non-Shared Space

1. 2 regular classrooms
2. Student restrooms

Shared Space

Should you accept our offer, Blue Oak would also be sharing a multi-use room, a library, music lab, staff restrooms, and grounds with Marsh Junior High School.

Shared space will be based on a percentage calculation as follows:

51.03 Blue Oak Projected ADA
716.83 Marsh Junior High School Projected ADA
 767.86 Total ADA

6.66 Percent of total time allocated to the use of share facilities

Specialized Classroom Space

The following is a list of specialized spaces at each of the comparison group campuses. Please be advised that should enrollment at each school grow, the specialized space will be reverted to classroom use only.

Elementary

Comparison Group School Site	Room No.	Use	Notes
Citrus	11	Title 1	Blue Oak is not a Title 1 school.
Emma Wilson	11	Wellness, BLAST	
	17	Fine Arts	
	32	Sensory Room	
McManus	3	Sensory Gym	
	13	Meeting Room	
	28	Academic/Behavior Instruction Classroom	
	29	Fine Arts	
	30	Music	

Secondary

Comparison Group School Site	Room No.	Use	Notes
Bidwell	102	Math Intervention	
	401	Counselors/TCM/Wellness	
	402	In-School Intervention	

Based on the maximum number of instructional minutes for your K-8 program, this equates to approximately 60 minutes per day for each shared facility (library, multiuse room, grounds, etc.).

Parking

Sierra View Elementary School is based on the current 23 parking spaces, allowing 1 for use by Blue Oak.

Marsh Junior High School is based on the current 224 parking spaces, allowing 15 for use by Blue Oak.

Negotiations will be needed regarding staggered starting and ending times for school, recess times for elementary students, lunch periods, ingress and egress to the campus, supervision of Blue Oak students versus Sierra View Elementary School and Marsh Junior High School students, identification of Blue Oak staff and students versus Sierra View Elementary School and Marsh Junior High School staff and students, etc. Attached are daily schedules for both schools for your review.

Relative to Nutrition Services, Blue Oak provides their own school lunch program.

Use or Surrender of Facilities

CUSD, in accordance with Title 5, Section 11969.9(f), places the following condition on Blue Oak's use and occupation of the facilities offered herein. In the event that Blue Oak fails to regularly use and occupy all of the facilities (including but not limited to classroom space, specialized teaching space and non-teaching space) by September 30, 2026, CUSD reserves the right to reclaim possession, and the right of occupation, of said unused facilities. CUSD shall provide five (5) days' notice before claiming possession of any unused facility. There shall not be any opportunity to cure after the afore-referenced expiration date.

Charges

As allowed by Education Code Section 47613(b), CUSD intends to offer the facilities to Blue Oak for free. We also intend to charge the actual costs of supervisorial oversight of Blue Oak not to exceed 3%.

The template of a Memorandum of Understanding (MOU) and a Facilities Use Agreement (FUA) used with other charter schools is attached for your review.

Blue Oak Charter School
January 30, 2026
Page 6

We look forward to discussing our preliminary proposal with you. Please contact Tina Keene at 891-3000, extension 20137 if you have an interest in scheduling a meeting to discuss same.

Sincerely,



Julie Kistle
Director, Facilities and Construction

Enclosures

cc: Jaclyn Kruger, Deputy Superintendent
Tina Keene, Assistant Superintendent, Educational Services
Greg Blake, Superintendent

EDUCATION CODE - EDC

TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32527] (Title 1 enacted by Stats. 1976, Ch. 1010.)

DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32527] (Division 1 enacted by Stats. 1976, Ch. 1010.)

PART 10.5. SCHOOL FACILITIES [17210 - 17672] (Part 10.5 repealed (by Sec. 4) and added by Stats. 1996, Ch. 277, Sec. 3.)

CHAPTER 4. Property: Sale, Lease, Exchange [17385 - 17561] (Chapter 4 added by Stats. 1996, Ch. 277, Sec. 3.)

ARTICLE 14. Sale of Personal Property [17545 - 17555] (Article 14 added by Stats. 1996, Ch. 277, Sec. 3.)

17546. (a) If the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of two thousand five hundred dollars (\$2,500), it may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board.

(b) Any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, may be sold at private sale without advertising by any employee of the district empowered for that purpose by the board.

(c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

(Added by Stats. 1996, Ch. 277, Sec. 3. Effective January 1, 1997. Operative January 1, 1998.)