

**BLUE OAK CHARTER SCHOOL**  
**450 W. East Avenue, Chico, CA 95926**  
**(Room 24)**  
**CHARTER COUNCIL**  
**SPECIAL MEETING AGENDA**  
**Monday, January 26, 2026 06:00 PM**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/88300943259?pwd=b9sC44frmCEyaRwebSAMMboBs0P1em.1>**

**Meeting ID: 883 0094 3259**

**Passcode: pYh8a5**

***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. Modification to Prop 39 Process Schedule Susan Domenighini

**3. BUSINESS**

3.1. Games Surplus Equipment Sale Amy HilQuist

3.2. Public Employment (§54957)

3.2.1. Interim Executive Director / Executive Director Contract Review

**NEXT MEETING - Tuesday, February 2, 2026 at 6:00 PM**

**8. ADJOURNMENT**

Minutes Taken By: Maggie Buckley

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



**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) 891-3000 x 20602  
Fax:(530) 891-3190

**VIA ELECTRONIC AND CERTIFIED MAIL**

January 23, 2026

**COPY**

Ms. Susan Domenighini, Executive Director  
Blue Oak Charter School  
1010 Cleveland Avenue  
Chico, CA 95928

**Re: Mutual Agreement - Modification to Proposition 39 Process Schedule**

Dear Ms. Domenighini:

This letter responds to Blue Oak Charter Schools request for facilities under Proposition 39 for 2026-2027.

The parties confirm that they are willing to waive the procedural requirements of Proposition 39 and its implementing regulations (Title 5 California Code of Regulations Section 11969.9.), and delay the deadline for the Preliminary Offer from the District to the Charter School from February 1, 2026 to February 6, 2026.

Sincerely,

Julie Kistle  
Director, Facilities and Construction

I agree to the above-stated terms and state that I have the authority to enter into this agreement and bind Blue Oak Charter School and its governing board.

January 23, 2026

Susan Domenighini  
Executive Director  
Blue Oak

cc: Jaclyn Kruger, Deputy Superintendent, Business Services  
Heather Sufuentes, Director, Elementary Education  
Greg Blake, Superintendent

# EMPLOYMENT AGREEMENT BLUE OAK SCHOOL & EXECUTIVE DIRECTOR

This Employment Agreement ("Agreement") is made and entered into effect as of January 21, 2026.

by and between Tim Drury, an individual (referred to herein as "Executive Director"), and Blue Oak School (BOS), a public charter school whose charter is approved by Chico Unified School district (CUSD). Blue Oak Charter Council (BOCC) desires to hire an Executive Director to assist it in meeting the requirements of the BOS "Charter" and Memorandum of Understanding with CUSD. The parties recognize that the provisions of the California Education Code do not govern BOS except as expressly set forth in the Charter Schools Act of 1992 and its successors.

## RECITALS

WHEREAS BOS is a charter school organized and operating pursuant to the provisions of the Charter Document, Memorandum of Understanding with CUSD and applicable law, and

WHEREAS BOS is authorized pursuant to the terms of the Charter to appoint and hire an Executive Director to assist BOCC and to carry out the duties and functions as outlined in the Job Description attached and incorporated to this agreement as attachment A; and

WHEREAS BOS desires to retain the services of the Executive Director of BOS by way of the Agreement and the Executive Director is qualified to perform such duties; and

WHEREAS BOCC desires to employ Tim Drury, as the Executive Director of the BOS, and Tim Drury desires to accept employment as the Executive Director of Blue Oak School (BOS) upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

## Term

The term of this Agreement shall commence on February 16, 2026, and shall end on June 30, 2028, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law. Should the Executive Director receive a satisfactory evaluation pursuant to this Agreement, this Agreement can be annually extended for an additional year through a public amendment, provided the term the Agreement is in place does not exceed four (4) years.

The BOCC shall provide the Executive Director with at least ninety (90) days written notice prior to the expiration of this Agreement of the intention of BOS not to renew the Agreement.

1.1. Employment Duties and Obligations

BOCC hereby employs Tim Drury, as the Executive Director of BOS, and Tim Drury, accepts employment as the Executive Director of BOS. In said capacity, shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the BOS. Without limiting the foregoing, the Executive Director (or the Executive Director's designee) shall perform duties as outlined below, directed by the BOCC, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as Attachment A to this Agreement. This description and the job duties for the Executive Director may be altered from time to time by the BOCC.

1.2. Workdays

Executive Director's work year shall be 220 days.

1.3. Personnel

Subject to approval by the BOCC of the Executive Director's recommendations, Executive Director shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in Executive Director's judgment would best serve BOS, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. BOCC retains final authority on all employee hiring and dismissal decisions.

1.4. Policy

The Executive Director shall review all policies under consideration by the BOCC and make appropriate recommendations to the BOCC.

1.5. BOCC Liaison

Serve as liaison between the BOCC and all BOS representatives with respect to all employer employee matters and make recommendations to the BOCC concerning those matters.

1.6. Attend All BOCC Meetings

The Executive Director shall be expected to attend all regular and special meetings and will participate in closed session meetings at the invitation of the BOCC. The Executive Director may attend all BOS committees and subcommittees and shall be entitled to submit recommendations on any items of business considered by the BOCC or any committee or subcommittee of BOC.

1.7 BOCC Refer Complaints

Unless in conflict with the BOS complaint policy, the BOCC, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Executive Director for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through BOCC action.

1.8 BOCC/Executive Director Facilitator:

In addition to directing all complaints/criticisms/suggestions concerning the BOS or any of its personnel directly to Executive Director as set forth above, the BOCC agrees that it shall work with Executive Director in a spirit of cooperation and teamwork, and shall provide Executive

Director with periodic opportunities to discuss BOCC/Executive Director relationships. Whenever it is deemed desirable by either a majority of the Governing BOCC, or by Executive Director, an outside advisor will be mutually selected by the BOCC and Executive Director, and shall be paid for by BOS, to facilitate discussion of the relationships of the BOCC and Executive Director, in advancement of the best interests of BOS.

#### 1.9 Professional Growth

The Executive Director shall endeavor to maintain and improve his/her professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

#### 1.10 Assigned Other Duties

This is an agreement for the performance of professional services as Executive Director of BOC. In recognition of the purposes of this Agreement, the Executive Director shall not be assigned to any other position or have Executive Director's duties assigned to others without the Executive Director's consent. No policy or bylaw of the BOS shall diminish the Executive Director's statutory or contractual authority. All duties assigned to the Executive Director by the BOCC shall be appropriate to and consistent with the professional role and responsibility of the Executive Director. The Executive Director shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Executive Director's position and necessary for the adequate performance of the Executive Director's duties. The Executive Director will be provided with the appropriate technology that will assist the Executive Director in the performance of the Executive Director's job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad, cellular telephone or other personal communication device, and internet access.

### 2. Obligations of BOS

BOS shall provide the Executive Director with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

#### 2.1. Salary

BOS shall pay the Executive Director an annual salary of \$129,298.40 to be paid monthly, subject to all regular withholdings. The Executive Director's compensation may be prorated depending on whether the Executive Director remains employed, or in active work status, for all scheduled workdays of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the BOCC at its sole discretion. The Executive Director is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

The Executive Directors salary shall be entitled to any generally applied compensation increases provided to any members of the certificated employee unit within the BOS, such as,

for example, any increase for COLA, any one-time payment or other increase, on or off the salary schedule, in a percentage amount equal to the greatest amount of any such increase, which for this purpose shall be computed as a percentage increase to the existing salary schedule for the members of any such employee unit.

It is the BOCC's goal to provide stability and continuity in the operational and instructional programs of the BOC, and consistent with such goal, the BOCC agrees that the Executive Director shall be compensated for his/her longevity with the BOS. All longevity salary increases shall be in addition to any other compensation already included in this Agreement or otherwise approved by the BOCC. Longevity increases shall be treated as base salary for any future increases. The longevity increases specified below shall be computed after all other salary adjustments have been determined.

2.1.1. Master's Increment

The Executive Director shall receive, on an annual basis, added compensation for a master's degree in the amount of \$1,250. This increment shall be paid [in a lump sum, monthly, etc.] and shall be considered additional salary for tax purposes and be treated as creditable compensation for purposes of CalSTRS.

2.2. Sick/Personal Necessity Leave

The Executive Director shall be entitled to ten (10) sick/personal necessity leave days annually. Such leave may be taken due to the Executive Director's injury or illness, the death or serious illness of a member of the Executive Director immediate family. An accident involving the Executive Director's person or property, or the person or property of an immediate family member, adopting of a child, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Sick/personal necessity leave days accrue or carry over from year to year and are not paid out but are recorded toward retirement.

2.3. Health Benefits/Retirement Benefits

Executive Director shall be provided with insurance coverage under the BOC's health, vision and dental insurance plans, equivalent to that offered to all certificated staff.

Other benefits of employment granted to the Executive Director and other qualified employees include participation in STRS subject to the eligibility requirements.

2.4. Life Insurance

BOS shall provide Executive Director, at BOS's expense, with a fully paid term life insurance policy in accordance with the current benefit plan provided to all certificated staff, with the beneficiary for such policy to be selected by Executive Director

2.5. Expense Reimbursement

BOS shall reimburse the Executive Director for all documented actual and necessary business expenses personally incurred within the scope of employment in accordance with applicable BOS policy and authorization.

#### 2.5.1. Cell Phone Expense Allowance

The Executive Director shall receive an annual allowance of \$600 to cover the personal cell phone use that naturally are incurred as the Executive Director conducts the BOC's business. The Executive Director shall not be required to provide documentation for this allowance. (NOTE: This allowance will not be treated as creditable compensation per STRS regulations.)

#### 2.5.2. Professional Growth & Association Dues/Service Club Expenses

The BOCC supports the concept of lifelong learners and encourages the continuing professional growth of the Executive Director through his/her participation in educational opportunities and will be responsible for the expenses involved in activities such as:

BOS shall pay up to \$600 of the Executive Director's dues and expenses annually for membership in professional organizations including but not limited to the Association of California School Administrators (ACSA), the American Association of School Administrators (AASA) and such other professional associations as Executive Director may participate in, including membership in service clubs the Executive Director believes to be beneficial to BOS business.

### 3. Evaluation of Executive Director

The BOCC and the Executive Director shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established as part of the annual review.

Within ninety (90) days after the commencement of the initial contract, the BOCC and the Executive Director shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation. Thereafter, on an annual basis the BOCC and the Executive Director shall meet and agree upon objectives for evaluation for the succeeding school year.

#### 3.1. Annual BOCC Meeting

The BOCC shall devote a portion of at least one meeting annually for discussion and evaluation of the performance of the Executive Director. Such a meeting shall be conducted in closed session. The evaluation shall begin with a self evaluation by the Executive Director as well as a review of the established goals by the BOCC. The BOCC will review the evaluation with the Executive Director in closed session. The Executive Director will receive a copy of the final evaluation by the BOCC in written form.

#### 3.2. Satisfactory Evaluation

An evaluation shall be deemed to be "satisfactory" if a majority of BOCC members have rated the Executive Director's performance as satisfactory.

#### 3.3. Unsatisfactory Evaluation

If the BOCC concludes that the Executive Director's performance is unsatisfactory, the BOCC shall identify in writing specific areas where improvement is required, provide written

recommendations for improvement, and notify the Executive Director. Where practical, written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

3.4. Deadline

The BOCC will provide a formal evaluation of the Executive Director's performance at least once annually, preferably no later than March of each year.

4. Termination.

The Executive Director may terminate this Agreement by giving the BOCC at least forty-five (45) days written notice.

This Agreement shall terminate upon the occurrence of any of the following events:

- 4.1. Whenever Executive Director and BOCC mutually agree to termination in writing
- 4.2. Upon the death of Executive Director
- 4.3. Charter Revocation/Nonrenewal

In the event that the BOS Charter with its granting agency is either revoked or non-renewed, this Agreement and all rights and obligations herein shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined above.

- 4.4. Termination for Cause The Executive Director may be terminated by the BOCC at any time for cause. In addition, the Executive Director may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Executive Director's failure to satisfactorily perform their duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The BOCC shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Executive Director. The Executive Director shall have the right to a representative of their choice at a conference with the BOCC. The conference with the BOCC shall be the Executive Director's exclusive right to any hearing otherwise required by law.

- 4.5. Termination Without Cause/Buyout

Notwithstanding any other provision of this Agreement, the BOCC, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Executive Director.

If the BOCC elects the option to terminate this Agreement without cause, then Executive Director shall receive Executive Director's regular Executive Director's salary for the remainder of the Term, or 6 months, whichever is less, and shall additionally be entitled to the health insurance benefits Executive Director has elected for the same period.

Such termination payments shall be paid on the same installment basis as the Executive Director's current salary unless both parties have mutually agreed to another form of compensation.

## **REQUIRED CONTRACT PROVISIONS**

The following provisions are required to be included in this Agreement by the California Government Code:

### *5.0 Limitations on Cash Settlement.*

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Executive Director multiplied by 12.

### *5.1 Required Reimbursements.*

The Executive Director shall be required to reimburse BOS for any salary or fees they receive from BOS in relation to their placement on paid administrative leave pending criminal charges if they are convicted of a crime involving the abuse of his office/position. Regardless of the terms of this Agreement, if the Agreement is terminated, the Executive Director must reimburse BOS for any cash settlement they receive in relation to their termination if they are convicted of a crime involving the abuse of his office/position.

### *5.2 Delivery of Notices*

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**EXECUTIVE DIRECTOR: 10975 Shasta Blvd. Los Molinos, CA 96055**

BLUE OAK SCHOOL: 450 West East Avenue, Chico CA, 95926

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

1. **Jurisdiction and Venue** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties further agree that any lawsuits, legal disputes, claims, or causes of action, including but not limited to the enforcement of the terms of this Agreement, shall be filed in the Superior Court of California, County of Butte, or any adjacent county.
2. **Attorneys' Fees**  
In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.
3. **Indemnity** In accordance with the provisions of Government Code §825 and 995, the BOS shall defend the Executive Director from any and all demands, claims, suits, actions, and

legal proceedings brought against the Executive Director in Executive Director's individual capacity, or official capacity as an agent and employee of the BOC, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Executive Director was acting within the scope of employment.

4. Upon retirement from the BOS, the Executive Director will continue to be indemnified for any actions taken against them related to their role as the Executive Director.
5. Safety In the event of public controversy or threats, if the BOCC or the Executive Director deems it necessary, the BOCC will at BOS expense provide appropriate security measures for the safety of the Executive Director and Executive Director's family.

6. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

7. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provision shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

8. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

9. Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

10. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

11. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in

connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

12. Assignment

Since this Agreement is for the employment of Executive Director and Executive Director's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

13. Opportunity to Counsel.

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

15. Headings

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this [date] day of [year]

\_\_\_\_\_  
**Witness**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Vicki Wonacott – Blue Oak Charter Council Chair**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Tim Drury - Executive Director**

***This Employment Agreement is subject to ratification and approval  
by the Governing Board of BOS.***