



PROJECT OUTLINE

for

BLUE OAK CHARTER

PREPARED AND PRESENTED BY

LEEZA WOODBURY, MDA, RDN
OWNER

CONFIDENTIAL

ABOUT NOURISH PARTNERS



A LITTLE BIT ABOUT OUR HUMBLE COMPANY

While our name is new, our experience is not! The Nourish Partners team has over 40 years experience in school nutrition programs. As former directors, experienced school food consultants, menu planner, chefs and Registered Dietitians, the Nourish Partners team brings a breadth of knowledge and insight into what we do. School nutrition programs are riddled with constant change and tight oversight by state and federal entities. That's where we come in! Our goal is to relieve some of the burdens associated with operating a successful and unique program. Our support is well-crafted and strategic to help you efficiently and effectively implement change and create sustainable outcomes in your program.

TEAM MEMBERS

THE PEOPLE BEHIND THIS PROJECT



LEEZA WOODBURY,
MDA, RDN
OWNER

Leeza is a former food service director and consultant. She started her career in school nutrition as a menu planner and continued to fall in love with school meal programs as she advanced in her career. Never losing sight of the end goal of ensuring all students have access to healthy food daily, she understands the complexities and nuances that come along with running a program, let alone leading a diverse team. As a professor teaching Dietetics Management, she has learned and fine-tuned leadership techniques and how to lead a team toward a common goal. Her strengths include strategic planning, building relationships/partnerships, and of course all of the regulations pertaining to the federal meal program! Leeza lives in the Southern California with her husband, energetic son and his puppy and thoroughly enjoys baking desserts of all kinds.

SCOPE OF WORK

CONSULTING/COACHING SUPPORT JULY 1, 2025 - JUNE 30, 2026

- Provide as-needed guidance & technical support for the federal meal program
- Review documents, procedures, processes, etc
- Recommend 4 hours per month (Maximum 48 hours per year)
 - Calls, messages, emails, and support as listed above combined - \$7200 (\$150/hr)
 - Tracked in 15 minute increments, tracked in a transparent manner
 - Hours can roll over month to month
 - Unused hours are not refunded at the end of the year

ANNUAL TOTAL (CAN BE BILLED MONTHLY OR ANNUALLY)

\$7,200

Please let us know if you have any additional questions on what support is available or if your needs are different than what is proposed.

SIGNATURES

By signing below, I agree to the services outlined in this proposal.

Name of Authorized Representative

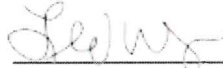
Signature of Authorized Representative

Organization Name

Date

Leeza Woodbury

Name of Authorized Representative



Signature of Authorized Representative

Nourish Partners

Organization Name

5/25/2025

Date

CONFIDENTIAL

03

Proposal –

Purchase a 12 seat van to help with the transportation needs of the school.

Anyone can drive this van with proper clearance.

Much needed transportation - for students. Estimated cost to purchase a new van \$50k.

Possible uses -

Daily bus service for our students. This could help attendance. There is a real need for us to transport students.

Chico Unified

Passenger Van Driver 4 \$17.55-27.22

$\$20.00 \times 5 \text{ yrs per day } 100/\text{day} = \$17,600 \text{ plus benefits}$

1: Oil changes every 5,000 miles: \$150-\$200 (2-3 times a year)

2: New Tires: \$500-\$750 (every 2 years)

3: Rotate Tires Every 6 months: Free when done at the business where the tires were purchased.

3. Brake Pads/Turn the Rotors: Every 2-3 years: \$1,000

4. General Tune up every 5 years: includes spark plugs, check the engine timing, air filter, fuel filter, ignition wires: includes inspection/replacing of: engine performance, belts, hoses, engine cooling system, air conditioning system: \$1,000.

Oil Changes, Brake pads, possible Rotor Clean up and Tires will be costly for the first 5 years for a new Van:

\$670 year over the first five years.

Any maintenance work may need to be done by ASE Certified, licensed, insured and bonded mechanics only.

Van Info. Discussion

4 messages

Maggie Buckley <maggie@blueoakcharterschool.org>
To: Elizabeth Nail <elizabethnail@blueoakcharterschool.org>
Cc: Susan Domenighini <sdomenighini@blueoakcharterschool.org>

Thu, May 22, 2025 at 6:00 PM

Hi Elizabeth,
We discussed some information about purchasing a van for the school Susan wanted me to forward to you. Please add your thoughts and questions so we can continue the discussion at the next Finance Committee meeting. Since the last meeting Susan gathered some information on the cost of gas that I have included below.
Thank you.
Maggie

Fuel Cost Calculator

This calculator can estimate fuel cost according to the distance of a trip, the fuel efficiency of the car, and the price of gas using various units.

Result



This trip will require **1.2** gallons of gas, which amounts to a fuel cost of **\$6**.

If 5 mpg, it will use 6 gallons of gas with cost of \$30
If 10 mpg, it will use 3 gallons of gas with cost of \$15
If 20 mpg, it will use 1.5 gallons of gas with cost of \$7.5
If 30 mpg, it will use 1 gallons of gas with cost of \$5
If 40 mpg, it will use 0.8 gallons of gas with cost of \$3.75
If 50 mpg, it will use 0.6 gallons of gas with cost of \$3
If 60 mpg, it will use 0.5 gallons of gas with cost of \$2.5

Trip Distance	<input type="text" value="30"/>	<input type="text" value="miles"/>	▼
Fuel Efficiency	<input type="text" value="25"/>	<input type="text" value="miles per gallon (mpg)"/>	▼
Gas/Fuel Price	<input type="text" value="5"/>	<input type="text" value="per gallon"/>	▼
<input type="button" value="Calculate"/>		<input type="button" value="Clear"/>	

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Maggie Buckley
Executive Assistant/Human Resources Coordinator/Office Manager
Blue Oak School
Phone: (530) 879-7483 ext. 2006
Fax: (530) 879-7490



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Van Purchase Proposal 5-20-25 BOFC-BOCC.docx
15K

Elizabeth Nail <elizabethnail@blueoakcharterschool.org>
To: Maggie Buckley <maggie@blueoakcharterschool.org>

Thu, Jun 5, 2025 at 8:24 AM

Hello Maggie,

Thank for the information and helping me stay up to date on the conversation since I unexpectedly missed the last meeting. After looking over the estimates, the main question that comes to my mind is in regards to the amount of miles we intend to put on the van in a given time period. This would be good information both for an understanding of the benefits and to help dial in the cost estimates.

Respectfully,

Elizabeth Nail

[Quoted text hidden]

Maggie Buckley <maggie@blueoakcharterschool.org>
To: Susan Domenighini <sdomenighini@blueoakcharterschool.org>

Thu, Jun 5, 2025 at 8:50 AM

[Quoted text hidden]

Susan Domenighini <sdomenighini@blueoakcharterschool.org>
To: Maggie Buckley <maggie@blueoakcharterschool.org>, Elizabeth Nail <elizabethnail@blueoakcharterschool.org>

Thu, Jun 5, 2025 at 12:44 PM

30 miles x 176 days = 5280

S. Domenighini

Susan Domenighini
Executive Director
Blue Oak School
A Waldorf-Inspired Public Charter
(530) 879-7483

Privileged and Confidential Communication.

This electronic transmission, and any documents attached hereto, (a) are protected by the Electronic Communications Privacy Act (18 USC §§ 2510-2521), (b) may contain confidential and/or legally privileged information, and (c) are for the sole use of the intended recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of the information received in error is strictly prohibited.

[Quoted text hidden]



Consulting Services Agreement

This Consulting Services Agreement (this "Agreement") is made effective _____ (Date), by and between Nourish Partners Inc ("Consultant" or "Nourish Partners") and _____ ("Client"), collectively referred to as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Nourish Partners will provide the Client with consulting services as mutually agreed upon and described in the attached Scope of Services ("Project" or "Services"). The parties may enter into multiple Projects, each of which shall be attached hereto and become part of this Agreement and shall be subject to all the terms and conditions set forth herein.

1.2 The parties contemplate that it may be desirable to make changes to the Project(s). Before performing any work associated with any such change, a written change order fully-executed by both parties shall set forth the necessary revisions to the Project(s), and the parties, shall agree in writing that such work constitutes a change from the original Project, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by both Nourish Partners and the Client.

1.3 In the event any provision contained in any Project conflicts with any provision in this Agreement, the provision in this Agreement shall govern; provided, however, that if any Project expressly references a conflicting provision in this Agreement that is intended to be modified by such Project, then such Project shall govern with respect to such conflicting provision.

1.4 In the event of any conflict between this Agreement and any unilateral document issued by the Client (e.g., purchase orders, contracts, procurement forms, or vendor registration documents), the terms of this Agreement shall govern unless expressly modified by a written amendment signed by both Parties. This Agreement represents the entire understanding between the Parties and supersedes all prior agreements or communications relating to its subject matter.

Obligations of Client

2.1 The Client will make available to Nourish Partners certain supplies, materials or other support, as both the Client and Nourish Partners determine to be necessary.



2.2 The Client represents and warrants that it has conducted all necessary procurement procedures and processed in accordance with applicable laws and internal policies. The Client is solely responsible for such compliance and agrees to indemnify and hold harmless the Consultant from any claims, liabilities, or damages arising from the Client's procurement processes or any deficiencies therein.

2.3 The Client agrees to furnish all relevant details, documentation, and context required for Nourish Partners to effectively perform its services. The Client confirms that such information will be current, factual, and as complete as reasonably possible. Nourish Partners is not responsible for any limitations in service effectiveness resulting from omissions or inaccuracies in the information received.

Fees and Expenses; Payment and Late Fees

3.1 The Client shall be responsible for payment of all fees and expenses for Services as identified in the applicable Project(s) as those services are provided.

3.2 The fees and expenses for Services hereunder shall be invoiced to the Client and due for payment under the terms set forth in the Project(s) to this Agreement.

3.3 Invoices are payable within 30 calendar days of receipt. A late fee of 10% of the total invoice will accrue for each 10-day period the payment remains overdue. The Consultant reserves the right to suspend services if payment, including accrued late fees, is not received.

3.4 If a new Project is added that requires an extremely tight turnaround, a rush fee of 25% of the total Project fee will be added to the invoice. The rush fee applies to any Project where the requested completion timeline is less than 48 hours notice.

3.5 If the Client requires Nourish Partners to conduct work in person (ie site monitoring, in-person support, etc), and there is a change to the schedule that impacts hotel stay, flight, travel, or other logistics, resulting in an extension of the trip longer than originally planned or budgeted for, the Client will be required to pay for any additional logistics or travel fees at cost. Additionally, any time spent coordinating these logistics and any extra time spent for the trip will be billed at the current hourly rate of \$200 per hour.

Term and Termination



4.1 This Agreement shall commence on the effective date first set forth above, and shall remain in force and effect until terminated by either party in accordance with this Agreement. Either party may terminate this Agreement, any Project, or the engagement of a particular consultant under a Project at any time and for any reason upon a minimum of thirty (30) days written notice to the other party.

4.2 In the event of a termination of this Agreement, the Client shall be obligated to make payments to Nourish Partners for any and all Services rendered through the date of termination.

4.3 In the event the Client cancels a Project or this Agreement with less than thirty (30) days' notice, the Client shall pay the Consultant a cancellation fee equal to 25% of the remaining balance of the Project fee, or a flat fee of \$1,000, whichever is greater, in addition to all fees due for work completed prior to termination. This is intended to cover the Consultant's administrative and opportunity costs associated with abrupt cancellations.

Proprietary Rights; Confidential Information

5.1 All materials, deliverables, work products, and related intellectual property created or provided by Nourish Partners under this Agreement—including reports, analyses, designs, and concepts—are the sole property of Nourish Partners, which retains all rights to use them during and after the contract term. This Agreement does not restrict Nourish Partners from using general knowledge and experience gained during performance. All materials and course licenses provided are for the Client's internal use only and may not be shared with third parties, including competitors of Nourish Partners, without prior written consent. Unauthorized use or distribution may result in immediate termination and legal action.

5.2 "Confidential Information" includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other



party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Nourish Partners or the Client, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable attorneys' fees and cost in addition to other appropriate relief.

Errors and Omissions

6.1 The Consultant shall provide consulting services (the "Services") as described in the attached Statement of Services. The Consultant agrees to perform the Services to the best of their ability and in accordance with industry standards.

6.2 The Client acknowledges and agrees that the Consultant's liability for any errors, omissions, or inaccuracies in the Services provided shall be limited no greater than 25% of the amount of fees paid by the Client to the Consultant for the Services under this Agreement. In no event shall the Consultant be liable for any indirect, incidental, special, punitive, or consequential damages, including, but not limited to, loss of profits, revenue, data, or use, incurred by the Client or any third party, whether in an action in contract, tort, or otherwise, even if the Consultant has been advised of the possibility of such damages.

6.3 The Consultant makes no warranty, express or implied, regarding the accuracy, completeness, or usefulness of the information provided through the Services. All information, recommendations, and advice provided by the Consultant are based on information and resources believed to be accurate and reliable at the time of provision. However, the Consultant does not warrant or guarantee the accuracy or completeness of such information.



6.4 The Client acknowledges that the Consultant's Services are advisory in nature and are intended to assist the Client in making informed decisions. The Client retains full responsibility for any decisions made or actions taken based on the Consultant's Services. The Client agrees to indemnify and hold harmless the Consultant from any claims, damages, or losses arising out of or related to the Client's use of the Services.

6.5 The Client agrees to indemnify, defend, and hold harmless the Consultant from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with the Services provided under this Agreement, except to the extent such claims, liabilities, damages, losses, or expenses are caused by the gross negligence or willful misconduct of the Consultant.

6.6 The Client understands and accepts that outcomes resulting from consulting services may involve inherent uncertainties or unforeseen variables. By engaging Nourish Partners, the Client accepts sole responsibility for any decisions or actions taken based on the guidance or deliverables provided. Nourish Partners shall not be held liable for any financial, operational, or reputational impacts experienced by the Client during or after the engagement, except in cases of proven gross negligence or willful misconduct.

General Provisions

7.1 The relationship of the Client and Nourish Partners is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose, and are not entitled to any employee benefits of the other party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein. The Client appoints Nourish Partners and its employees as an authorized representative on their behalf.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

7.3 The Client shall not assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party. Any assignment in violation of these terms is void.

7.4 This Agreement is governed by the laws of the State of California. The parties agree to first attempt to resolve any disputes through good faith negotiations, beginning with discussions



between appropriate representatives. If unresolved, either party may request escalation to senior executives, who shall meet within ten (10) days. If the dispute remains unresolved, it shall be conclusively settled by binding arbitration under the JAMS Streamlined Arbitration Rules & Procedures, conducted in California. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Each party shall bear its own legal costs unless otherwise specified in the arbitration award.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or e-mail to the Client or to Nourish Partners as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of California; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in California.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 Each of the Client and Nourish Partners warrants and represents that it is authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with or a violation of any contractual or other legal obligation to which it is subject. This Agreement, together with all corresponding Projects, constitutes the entire agreement between the Client and Nourish Partners and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, between the Client and Nourish



Partners with respect to the subject matter of this Agreement or any Projects. Only a written instrument signed by each party hereto may amend this Agreement or any Projects.

7.9 Any Project may be executed in counterparts, each of which, when taken together, shall constitute one document combined with this document. Any pdf, photocopy or facsimile of this Agreement, any Project or of any counterpart shall be deemed to be the equivalent of an original.

7.10 Consultant shall not be subject to any unilateral terms, conditions, or policies imposed by the Client, including but not limited to vendor onboarding portals, invoice systems, or purchase orders, unless expressly agreed to in writing by Consultant. Any such terms not mutually agreed upon in writing shall be null and void and shall not modify or supersede this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Client Information: (Client name) _____

Representative name: _____

Job title: _____

Signature: _____ Date: _____

Consultant Information: Nourish Partners Inc

Representative name: Leeza Woodbury, MDA, RDN

Signature: _____ Date: _____

Grant Proposal: Blue Oak Charter School Sports Program Start-Up

Applicant: Blue Oak Charter School

Amount Requested: \$5,000

Grant Program: Aaron Rodgers NorCal Fire Recovery Fund

Purpose: Launch of a new school sports program to increase access, engagement, and student retention

Contact: [Insert Contact Name, Title, Email, Phone Number]

Summary

Blue Oak Charter School respectfully requests a \$5,000 grant to support the launch of a new Middle School sports program. This initiative will provide equitable athletic opportunities for our 6th, 7th and 8th grade students - over 60% of whom live below the poverty line. These funds will help cover initial costs including coaching stipends, uniforms, equipment, tournament fees, and insurance. While we are committed to launching this program regardless of grant outcome, your support would allow us to operate at a much higher level by offering safer, more structured, and competitive opportunities for our students.

Need Statement

Our school currently offers no structured athletic program, leaving a significant gap in enrichment opportunities for our students. With more than 60% of our student body qualifying as low-income, many families are unable to afford club sports or extracurricular activities. We are also anticipating a **decline in enrollment next year** due to a lack of programs that support students' interests outside the classroom.

By introducing school-based athletics, we aim to:

- Engage students in physical activity
- Build school spirit and community
- Improve student retention and morale

This grant would help us build a foundation for a sustainable sports program that meets these critical needs.

Program Description

The new Blue Oak Middle School Sports Program will start with co-ed teams in Volleyball, Basketball and Track/Cross Country. These sports were selected based on student interest and availability of community resources. We will rent local fields and courts, supply basic uniforms, cover tournament/official fees, and hire part-time coaches to lead the teams.

The program is inclusive and open to all students, regardless of prior experience. Practices will take place after school, and participation will be free or donation-based to eliminate financial barriers.

Budget Breakdown

Item	Estimated Cost
Coaching Stipends	\$2,000
Uniforms	\$500
Tournament / Official Fees	\$1,000
Equipment & Supplies	\$750
Insurance (participant & liability)	\$750
Total	\$5,000

Commitment and Sustainability

Even without outside funding, we are committed to piloting this program on a smaller scale using volunteer coaches and minimal equipment. However, grant funding will allow us to offer a **safer, more structured, and competitive program**. This will help us retain students, build school pride, and ensure all youth have access to sports regardless of income.

Your investment would not just fund equipment—it would empower a small school fighting to keep student athletics alive and accessible for the long term.

We plan to sustain the program through:

- Local fundraising efforts
- Community partnerships
- Sliding-scale participation fees (where applicable)
- Continued grant-seeking