

Board Office Use: Legislative File Info.	
File ID Number	18-1362
Introduction Date	6/13/18 6/27/18
Enactment Number	18-1204
Enactment Date	6/27/18 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date June 13, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Eileen Plichta DBA CraftKitchen (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Eileen Plichta DBA CraftKitchen. Services to be primarily provided to Community Schools and Student Services Department for the period of September 8, 2017 through September 8, 2020.

Background
A one paragraph explanation of why the consultant's services are needed. CraftKitchen afterschool art class provides a fun opportunity for kids to develop their skills, creativity, and confidence.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between the District and Eileen Plichta DBA CraftKitchen, Albany, CA, for the latter to teach art, art history, cultures, sewing and crafts for Glenview Elementary School, Redwood Heights Elementary School and Thornhill Elementary School for the period of September 8, 2017 through September 8, 2020, at no cost to the District.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Eileen Plichta DBA CraftKitchen. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 8, 2017 through September 8, 2020.

Fiscal Impact Funding resource name (please spell out): No fiscal impact

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of Qualifications



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1362

Department: 922/Community Schools and Student Services Department

Vendor Name: Eileen Plichta DBA CraftKitchen

Contract Term: Start Date: 09/08/2017 End Date: 09/08/2020

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

After school art classes with a unique curriculum that combines art, art history, cultures, sewing and crafts.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception:**

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION
OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and CraftKitchen (Eileen Plichta) [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

CraftKitchen

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

I have been teaching an after school art class called CraftKitchen in Oakland schools for many years.

It's a fun class with a unique curriculum that combines art , art history, cultures, sewing, and crafts.

I also include some fun food projects into my craft class and I currently teach a foods class at one school.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

I am an experienced artist and instructor who has been teaching art with an emphasis on drawing to grade school children, teens, and adults through private lessons and group classes. In addition to teaching at Oakland schools, I teach at Pajo Alto Art Center, and have taught art classes at an Albany Arts Gallery.

I have a BFA in art and illustration and experienced with various creative media and design.

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

My craft classes run about \$15 per hour and include all materials and snacks.

My foods class I have to charge a bit more to incorporate the high cost of food , which changes each term.

4. Please check **all** of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: Provide a fun opportunity for kids to develop their skills, creativity and confidence.

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:
1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
 3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this MOU and CONTRACTOR certifies its compliance with these provisions as follows: “CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the

course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

E. **Insurance**

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program’s ability, that the CONTRACTOR’S services are aligned with the School(s) and OUSD’s mission and objectives and are adequately meeting student’s needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR’s program.

- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR’s program as a participant could be made.

- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD’s Community Partner Platform database and perform annual updates *prior to entering schools or interacting with students*, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. **Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Subject to state and federal law, ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.

SEE ENCLOSED EMAIL AUTH. TO STRIKE
 UMC
 MARTIN FOUND
 CSSS PARTNERSHIPS

1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. **Duration**

This MOU is for the 09/08/2017 -- 09/08/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]

VII. **Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact:	Eileen Plichta
Title:	Instructor/ Sole Proprietor
Address:	918 Ramona Ave.
	Albany, CA 94706
E-mail:	eileen@whimsybean.com

DISTRICT

Contact:	Marion McWilliams
Title:	General Counsel
Address:	Office of the General Counsel
	1000 Broadway, Suite 680
	Oakland, CA 94607
Phone:	510-879-8535
Fax:	510-879-4046

XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XII. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XV. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVI. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below

By: MCh Dated: 9/18/17 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By: Eileen Plichta Dated: 9/1/2017 (MM/DD/YYYY)
EILEEN PLICHTA, INSTRUCTOR / ^{owner} PROPRIETOR (Print Name & Title)
CRAFT KITCHEN (CONTRACTOR—Org. Name)

Approved as to form and procedure

By _____ Dated: _____ (MM/DD/YYYY)

Attorney, Office of the General Counsel
Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Jenine Lindsey
Jenine Lindsey

Aimee Eng

Aimee Eng, President, Board of Education 6/28/18

Kyla Johnson Trammell

Kyla Johnson Trammell, Secretary, Board of Education 6/28/18

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

Eileen Plichta <eileen@whimsybean.com>
to me

Mar 1

Hi Martin,

Yes, you can strike the Section V. C. data.

I am sorry, I do not understand what you are asking for at all. At this point, all I can do is forward this email to my agent and hope that he can understand what you are requesting.

Thanks for your patience,

-Eileen

On Mar 1, 2018, at 12:38 PM, Martin Young <martin.young@ousd.org> wrote:

Hi Eileen-

Thank you for your note.

1. Can you affirm your permission to strike Section V, C. Data?

2. In addition to the insurance certificate, we need the endorsement showing that the additional insured was added to the policy. According to the language on the certificate, the certificate is invalid without the proper endorsement:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Many thanks,

Martin C. Young

Community Partnerships Manager

Community Schools & Student Services

Oakland Unified School District

Community Schools, Thriving Studentswww.ousd.org/partnershipsmartin.young@ousd.org

(510) 879-2928 office

(510) 414-9305 mobile



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER G F BROWN INS SERVICE LLC 1474 University Ave PMB# 145 Berkeley, CA 94702	CONTACT NAME: Shirley Viduya PHONE (A/C, No., Ext): (510)524-8812 E-MAIL ADDRESS: shirley@gfbrownins.com	FAX (A/C, No.): (510)524-8882
	INSURER(S) AFFORDING COVERAGE	
INSURED Eileen Plichta DBA CraftKitchen 918 Ramona Avenue Albany, CA 94706	INSURER A: Sentinel Insurance Company Limited	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBMBG9595	9/8/2017	9/8/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured with respect to General Liability Policy applies to Oakland Unified School District

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT Attn: Risk Management 1000 BROADWAY SUITE 440 OAKLAND, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 57 SBM BG9595



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY STE 440
OAKLAND CA 94607

LOCATION 001 BUILDING 001

REDWOOD HEIGHTS ELEMENTARY SCHOOL
4401 39TH AVENUE
OAKLAND CA 94619

LOCATION 001 BUILDING 001

GLENVIEW ELEMENTARY SCHOOL
4215 LA CRESTA AVENUE
OAKLAND CA 94602

THORNHILL ELEMENTARY SCHOOL
5880 THORNHILL DRIVE
OAKLAND, CA 94611

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
B. EXCLUSIONS	3
C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	16
4. Legal Action Against Us	16
5. Separation Of Insureds	16
6. Representations	16
7. Other Insurance	16
8. Transfer Of Rights Of Recovery Against Others To Us	17
F. OPTIONAL ADDITIONAL INSURED COVERAGES	18
Additional Insureds	18
G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	20

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

mentor-services@beamentor.org 

To: Eileen Plichta <eileen@whimsybean.com>

Reply-To: SAM Help <help@beamentor.org>

Background Clearance Completed

Dear School Site Leader:

This letter certifies that Eileen Plichta has completed the necessary clearance steps. Please note clearance dates below:

Eileen Plichta:

TB Clearance Date: 12/16/2015

DOJ Clearance Date: 12/16/2012

FBI Clearance Date: 3/26/2013

ATI : N/A

All school site participants shall act in accordance with district policies, regulations, school rules and directives of the supervising employee or administrator.

We thank Eileen Plichta for supporting our students.

Sincerely,

Be A Mentor, Inc. 24301 Southland Dr. Ste. 504 Hayward, CA 94545 510-795-6488 Fax: 1-888-486-3620 help@beamentor.org

Eileen Plichta
918 Ramona Ave.
Albany, CA 94706
eileen@whimsybean.com
510 558-7365



I am an experienced artist and instructor who has been teaching art with an emphasis on drawing to grade school children, teens, and adults through private lessons and group classes. I have been teaching an after school art class called CraftKitchen in Oakland schools for many years. It's a fun class with a unique curriculum that combines drawing and painting in various media while introducing famous artists, art history and different cultures through the projects. I also teach many unique craft projects that include wearables like jewelry and small accessories, as well as sewing and yarn projects. My ideas are expansive and also include many unique projects in paper, wood, and fiber. I also like to add some fun food crafts into my class curriculum when possible, and I currently offer a foods class at one of the Oakland schools. My emphasis is on teaching kids mindful ways of preparing their own wholesome snacks and light meals.

I also teach various classes at the Palo Alto Arts Center which include much of my CraftKitchen curriculum as well as a jewelry class for kids and a Preschool mixed arts and crafting class. Prior to that, I have taught private art lessons and group classes at a respected local art gallery. Before my teaching experience, I enjoyed a long and very well respected career in the fashion industry as a professional textile designer and graphic designer specializing in children's clothing and accessories.

My CraftKitchen classes have been very well received over the years, especially at Oakland schools. It continues to be one of the more popular ASEP classes at the schools I teach at. The kids and their parents, as well as the teachers and school staff continue to give me very positive feedback on how my class impacts the students. I can see the students' confidence building from the beginning of each semester to the end. Many kids are repeat customers and will stay with me for years. Watching them build their creative skill set and confidence is so rewarding. The projects they create in my classes are unique and high quality and the kids have a blast making them.

"I feel that every child should have creativity as part of their day. I was fortunate enough to have art classes daily throughout my elementary, middle and high school education and felt it had a positive effect on my confidence and became the basis of my life and career path. My classes are designed to inspire children's creativity and confidence, to develop skills and mindfulness, and to explore various cultures."

-Eileen Plichta
CraftKitchen Instructor,
Artist, Designer and Crafter

Eileen Plichta
918 Ramona Ave.
Albany, CA 94706
eileen@whimsybean.com
510 558-7365



Summary: I have over 8 years experience in art instruction for children and adults. My strengths include strong drawing and painting skills, a passion for sharing knowledge, the ability to collaborate with others, and an affinity for researching trends in art and craft projects as well as home decor and sewing. I also enjoyed a career as a textile and graphic designer for over 16 years.

Work Experience:

Art and Craft Instructor, Palo Alto Art Center, Palo Alto, CA 2016-Present

Art and craft instructor for children ages 4 to 11. Developed several unique art and craft projects including basic sewing and fabric crafts, assemblage techniques, mixed media collage, artist-inspired drawings and creative food crafts. Taught holiday gift-making art and craft classes which include DIY useful items and unique decor items.

Art and Craft Instructor, CraftKitchen, Oakland, CA 2009-Present

Art and craft instructor for children ages 4 to 12. Researched and developed an ever-expanding curriculum including instruction of drawing, painting, and art history. Developed a wide variety of fun art and craft projects including basic sewing and fabric crafts, printing techniques, mixed media, collage, artist-inspired projects and creative food crafts. Provided a safe and informative venue for learning new art techniques, exploring creative avenues and multicultural traditions. CraftKitchen has offered after school art instruction programs and summer programs, as well as private crafting parties.

Senior Textile Designer, Sprockets, Mervyn's Headquarters, Hayward, CA 1997-2008

Forecasted and developed trends four seasons per year. Worked closely with fashion design teams to develop apparel lines each season. Presented graphic and print trends to buying and merchant teams. Designed original allover prints, graphics, trims, and embellishments for Sprockets infant and toddler girls, little girls, newborn and sleepwear. Reworked purchased artwork and prints. Seasonally shopped the competition and attended New York print shows and seminars. Managed the Sprockets textile and graphic design team, including Boys and Newborn. Managed entire textile team during manager's leave and continually recruited new hires to build a strong design team. Supplemented other design areas with original artwork including home, swim, accessories, and women's intimates. Archived and maintained artwork library and continually researched software developments and font systems.

Textile and Graphic Designer, Esprit de Corps, San Francisco, CA 1994-1997

Created original allover prints, screenprint graphics, and embellishments for Dr. Seuss line of children's wear, junior girls, and young mens apparel from concept through production. Incorporated characters into original illustrations and scenarios for apparel. Illustrated character artwork for Dr. Seuss style guide. Also created original prints and graphics for private non-license line of toddler girls apparel.

Creative Textile Designer, H.H. Cutler, Grand Rapids, MI 1992-1994

Created original allover prints, graphics, and embellishments for children's and baby apparel, and sleepwear. Incorporated various licensed characters including Disney, Cartoon Network, and Sesame Street into original artwork for coordinating apparel lines. Worked closely with licensed character style guides and design teams to develop apparel lines.

Artist and Entrepreneur, Juxtapose, Original handpainted artwork 1992-1994

Assistant Director, Ten Weston Art Gallery, Grand Rapids, MI 1993-1994

Freelance Illustrator and Designer, Grand Rapids, MI 1988-1992

Art Buyer, Sears, Chicago, IL, 1987-1988

Technical Skills: Proficient in Illustrator, FreeHand, and Photoshop. CAD systems include NedGraphics, TexDesign, U4aia, and WebPDM. Ability to work with and manipulate, or hand draw fonts.

Education: BFA in Illustration from Kendall School of Design, Grand Rapids, MI.

Entrepreneurial training course graduate, Grand Rapids Opportunities for Women, 1992.

SAM Search Results
List of records matching your search for :

Search Term : craft* kitchen*
Record Status: Active

No Search Results