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Enactment Date	10-12-11



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Memo

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent  
 Maria Santos, Deputy Superintendent of Instruction, Leadership and Equity-in-Action

SUBJECT: Approval of Memorandum of Understanding between the District and the Berkeley Chess School

## ACTION REQUESTED

Approval by the Board of Education of Memorandum of Understanding between the District and the Berkeley Chess School (BCS), for the latter to provide instruction in the subject of chess and supervised chess play, for 1 hour per week for 25 weeks, comprised of 20 minutes of instruction and 40 minutes of supervised chess play. Global Family, Futures, Learning Without Limits, Esperanza and Maxwell Park elementary schools are apart of this MOU by mutual agreement by all parties.

## DISCUSSION

BCS has offered to the District to provide instruction in the subject of chess and supervised chess play. BCS has experienced chess instructors who will participate in this program which will be provided during the normal school day, one period per grade for grades 3 and 4 to the approximate total of 200 students and the program shall be provided at no cost to OUSD or the students. It is the expectation of BCS and OUSD that this program will develop and encourage the development of students' cognitive skills, memory, concentration, critical and strategic thinking in a setting conducive to such development.

## BUDGET IMPACT

No Fiscal impact

## RECOMMENDATION

Approval by Board of Education the MOU between the District and Berkeley Chess School.

## **MEMORANDUM OF UNDERSTANDING**

BETWEEN

### **THE BERKELEY CHESS SCHOOL AND OAKLAND UNIFIED SCHOOL DISTRICT**

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District (hereinafter "OUSD" or "District") and The Berkeley Chess School ("BCS").

WHEREAS, BCS has offered to OUSD to provide instruction in the subject of chess and supervised chess play, for 1 hour per week for 25 weeks, comprised of 20 minutes of instruction and 40 minutes of supervised chess play; and

WHEREAS, BCS has experienced chess instructors who will participate in this program which will be provided during the normal school day, for one period per week in eight randomly selected 3<sup>rd</sup> grade classrooms and one 4<sup>th</sup> grade classroom to the approximate total of 200 students; and

WHEREAS, the program shall be provided at no cost to OUSD or the students; and

WHEREAS, BCS shall provide an opportunity to such students to participate in regularly scheduled chess tournaments throughout the year, including two All Girls tournaments and informal in-class tournaments; and

WHEREAS it is the expectation of BCS and OUSD that this program will develop and encourage the development of students' cognitive skills, memory, concentration, critical and strategic thinking in a setting conducive to such development.

BOTH PARTIES HEREBY enter into this MOU to develop a relationship between OUSD and BCS to enable BCS to operate a chess program on a select School(s) campus or campuses within the District.

#### **I. Program Sites**

Unless otherwise agreed to in writing by the parties, the school(s) site or sites (hereinafter the 'School' or 'School(s)') governed by this agreement are:

1. Esperanza Elementary School
2. Futures Elementary School
3. Global Family
4. Learning Without Limits Elementary School
5. Maxwell Park Elementary School

#### **II. Responsibility of BCS:**

##### **A. On-site Chess Instruction Program ("BCS Program")**

1. Provide one hour of instruction per week by experienced chess instructors, for one class period during normal school hours, comprised of 20 minutes of instruction and 40 minutes of play for 25 weeks during the 2011-2012 school year.
2. Provide all related BCS Program services at no cost to the School(s), the students or OUSD.
3. Conduct a study, which shall be provided to OUSD upon completion, that compares the results of students in the BCS Program, in the areas of the students' academic performance with students in the same grades who have not had chess instruction in comparable Title One Schools across OUSD.
4. The student participants in the BCS Program shall be those students who are in a class that is selected for participating as an entire class.

5. Ensure that all BCS instructors and visitors comply with any policy and systems in place for adult visitors on the School(s)' campus(es).
6. Ensure that all BCS personnel who will be on OUSD premises have been fingerprinted and submitted to a criminal background check via Livescan or a similar service as required by the Education Code.
7. Ensure that all BCS personnel who will be on OUSD premises have been subjected to a tuberculosis test.
8. Provide evidence of general liability insurance that names the District as an additional insured, for operation students, volunteers, and personnel at location where BCS provides programs with at least \$1M in coverage, and furnish certificate of said insurance at District's request.

#### **B. Data & Communications**

1. Communicate with School(s) and District staff, both formally and informally, to ensure, to the best of the program's ability, that the BCS Program is adequately meeting students' learning needs.
2. Communicate with School(s) and District Staff to ensure that the BCS Program is aligned with the School(s)' and District's mission and objectives.
3. At the request of School(s) or District staff, provide reasonable data and information to students participating in the BCS Program.
4. Maintain strict confidentiality of all information about individual students received under this MOU and do not disseminate such information without the express written consent of the District. BCS would be allowed to use the data received to solicit funding to continue or expand the program and to influence educators to include chess as a subject in the curriculum in California, so long as there was no information from which the identity of any student in the BCS Program as a participant could be made.

### **III. Responsibility of the District:**

#### **A. Resources**

1. Provide a suitable classroom at the participating School(s), to be agreed upon by School(s) and BCS.
2. Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.

#### **B. Data & Communications**

1. Ensure that BCS has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
2. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide BCS access to student assessment data for all students at School(s) including, but not limited to, California Standards Test (CST) scores and site-based assessments. Students identified may be protected by the use of ID numbers.
3. Provide BCS with any other student information reasonably necessary to provide its services consistent with the BCS Program and to evaluate the impact of its program on students at School(s).

### **V. Duration**

This MOU is for the 2011-2012 school year.

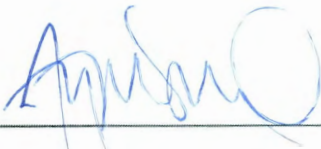
### **VI. Termination**


Either party may terminate this MOU at any time with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

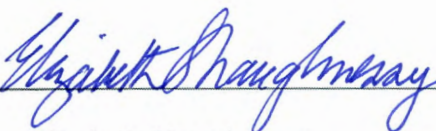
### **VII. Hold Harmless/Indemnity**

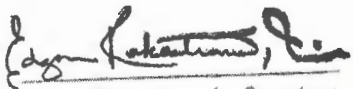
Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises out of the conduct, act, omission or commission by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

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

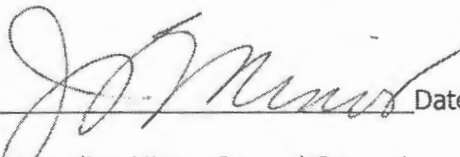
By:  Dated: <sup>Nov-</sup> September 16, 2011  
Anthony Smith, Ph.D., Superintendent  
Oakland Unified School District

  
Jody London  
Secretary, Board of Education 10/13/11

By:  Dated: September 22, 2011  
Elizabeth Shaughnessy  
The Berkeley Chess School

  
Edgar Rakestraw, Jr., Secretary  
Board of Education 10/13/11

Approved as to form and procedure

By:  Dated: September 20, 2011  
Jacqueline Minor, General Counsel  
Oakland Unified School District

**Legislative File**

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