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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To The Board of Education  
 From Tony Smith, Ph.D., Superintendent *VBH S.T.S.*  
 Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations *VBH*

Board Meeting Date

Subject Approval of Memorandum of Understanding between the District and the Berkeley Chess School

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- 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 at Global Family Elementary School in the subject of chess and supervised chess play, for 2 hours per week for 20 weeks, comprised of 20 minutes of instruction and 40 minutes of supervised play.
  - Discussion** BCS has offered to the District to provide instruction in the subject of chess and supervised chess play. BCS has experience chess instructors who will participate in this program which will be provided for two class periods during normal school hours to Global Family Elementary School during the 2012-13 school year.
  - Fiscal Impact** BCS Program services are provided at no cost to Global Family Elementary School, the students, or the District.
  - Recommendation** Approval by the Board of Education of the MOU between the District and Berkeley Chess School.
  - Attachments** Memorandum of Understanding

## 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 2 hour per week for 20 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 two periods per week in two 5<sup>th</sup> grade classrooms to the approximate total of 60 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 continue a relationship between OUSD and BCS to enable BCS to operate a chess program on select School 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:

Global Family

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

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

Provide two hours of instruction per week by experienced chess instructors, for two class periods during normal school hours, comprised of 20 minutes of instruction and 40 minutes of play for 20 weeks during the 2012-2013 school year.

Provide all related BCS Program services at no cost to the School(s), the students or OUSD.



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 throughout the State of California.

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.

Ensure that all BCS instructors and visitors comply with any policy and systems in place for adult visitors on the Schools' campuses.

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.

Ensure that all BCS personnel who will be on OUSD premises have been subjected to a tuberculosis test.

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

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.

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.

At the request of School(s) or District staff, provide reasonable data and information to students participating in the BCS Program.

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

Provide a suitable classroom at the participating School(s), to be agreed upon by School(s) and BCS.

Provide necessary services to maintain these spaces, including janitorial services, maintenance, utilities, and technology support.

**B. Data & Communications**

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.

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, ELL or Special Education designations, and site-based assessments. Students identified may be protected by the use of ID numbers.

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 2012-2013 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: *Anthony Smith* Dated: \_\_\_\_\_  
Anthony Smith, Ph.D., Superintendent  
Oakland Unified School District

By: *Elizabeth Shaughnessy* Dated: 11/30/2012  
Elizabeth Shaughnessy  
The Berkeley Chess School  
Approved as to form and procedure

File ID No.: 12-2724  
Agenda Date: 10/24/12  
Agenda Section: \_\_\_\_\_  
Attachment Key: \_\_\_\_\_

By: *Jacqueline Minor* Dated: 10/4/12  
Jacqueline Minor, General Counsel  
Oakland Unified School District

*Jody London*  
Jody London  
President, Board of Education

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

*Edgar Rakestraw, Jr.*  
Edgar Rakestraw, Jr., Secretary  
Board of Education  
12/10/12