Board Office Use: Legislative File Info.					
File ID Number	18-0591				
Introduction Date	4/11/18 4/25/18				
<b>Enactment Number</b>	18-0736				
Enactment Date	4/25/18 er				



# Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

April 11, 2018

Subject

Memorandum of Understanding - The Berkeley Chess School (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 The Berkeley Chess School. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through September 1, 2020.

Background

A one paragraph explanation of why the consultant's services are needed.

The Berkeley Chess School fills a need for afterschool enrichment opportunities and playing chess enhances student's abilities in reading, science, and math, along with growth in critical cognitive abilities such as deducing, hypothesizing, strategic thinking, logic, future thinking and judgment. Beyond academia, chess also appears to influence social behavior, including self-esteem, respect for others, patience and old-fashioned notions of good manners.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and The Berkeley Chess School (BCS), Berkeley, CA, for the latter to provide weekly one-hour chess classes including 20 minutes (approximately) of lesson and 40 minutes of supervised play; BCS provides the boards and sets, offers scholarships to low income families, and occasionally offers free classes paid for by grants obtained by BCS at Hillcrest, Chabot, Glenview, Joaquin Miller, Kaiser, Lincoln, Montclair and Thornhill Elementary Schools for the period of September 1, 2017 through September 1, 2020, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and The Berkeley Chess School. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through September 1, 2020.

Fiscal Impact

Funding resource name (please spell out):  $\underline{\text{No fiscal impact}}$ 

**Attachments** 

- · Memorandum of Understanding
- Scope of Work
- Statement of Qualifications
- Clearance Letter
- Certificate of Insurance



# CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 18-0591
Department: 922/Community Schools and Student Services
Vendor Name: The Berkeley Chess School
Contract Term: Start Date: 09/01/2017 End Date: 09/01/2020
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.
BCS offers weekly one hour chess classes including 20 minutes (approximately) of lesson and 40 minutes of supervised play. BCS provides the boards and sets, offers scholarships to low income families, and occasionally offers free classes paid for by grants obtained by BCS.
Was this contract competitively bid? Yes No
If No, answer the following:
1) How did you determine the price is competitive?
No cost to OUSD for services.

Legal 1/12/16 1

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
	$\sqsubseteq$	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
		<b>Emergency</b> 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
	Щ	Perishable Food
		Sole Source
		<b>Change Order for Material and Supplies</b> 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.	Partic	<b>9</b> S					
betw		of this Memorandum of Understanding ("MOU") is to establish a relationship and Unified School District ("OUSD") and  [CONTRACTOR—name of your organization].					
		[CONTRACTOR hand of your organization].					
		the CONTRACTOR's services or program described in this MOU will be provided OUSD (or students or parents unless otherwise agreed upon by both parties); and					
		TIES HEREBY enter into this MOU to enable CONTRACTOR to provide said elected in Section II of the MOU.					
II.	Prog	ram Name(s)					
	ess other	wise agreed to in writing by the parties, the Program(s) governed by this MOU are					
	All our	programs in Oakland Public Schools which may include:					
	Chess	classes at Chabot, F <del>rancephone</del> , Dewntown Charter, Glenview, Hillcrest, Joaquin Miller,					
Chess classes at Chabot, Francephone, Dewntown Charter, Glenview, Hillcrest, Joaquin Miller,  Kaiser, Lincoln, Montclair, Thornhilly Reduced Day Segunia							
III.	CON	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.					
		Chess classes held weekly for one hour a week, as scheduled by the various schools.					

2.	The relevant experience of the CONTRACTOR personnel that will be providing the services:					
	They are all good chess players who are good with children, and who understand how to teach chess to children.					
3.	Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."					
Pai	ents pay an hourly fee, which varies slightly from school to school, but ranges from \$13/hour to \$16/hour.					
4.	Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services.					
Ensu	re a high quality instructional core					
Deve	elop student's social health/skills					
	elop student's emotional health					
	elop student's physical health					
	elop student's cognitive and academic skills te equitable opportunities for learning					
	are, maintain, or support high quality and effective instruction					
	are students for success in college and careers					
	ensure, create, and/or sustain safe, healthy and supportive schools					
Crea	te accountability for quality					
	create full service community schools in OUSD					
	ease, raise graduation rates					
Othe	r: We hope learning chess will increase critical thinking and also help children have a					
	positive feeling about attending school and learning. We believe it thus does help prepare them					
	to graduate and have a good life.					

- 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:
  - 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

- 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. <u>Insurance</u>:

## 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.

MARTIN YOUNG

1.

MARTIN YOUNG

CSSS PARTNERSHIPS

SEE ENCLOSED

AUTHORIZATION 2.

TO STRIKE

LANGUAGE

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.

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  $\frac{09/01/2017}{\text{[Insert mm/dd/year]}}$  -  $\frac{09/01/2020}{\text{[Insert mm/dd/year]}}$  period.

#### 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:

Elizabeth Shaughnessy

Title:

President

Address:

(also Judy Strain, programs coordinator)

P O Box 10073

Berkeley, CA 94709

E-mail:

programs@berkeleychessschool.org

#### 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.

	ITNESS THEREOF, the partice car set forth below.	es to this agreement l	nave duly executed	it on the day, month
Ву: _	MARTINYOUN	0	,	(MM/DD/YYYY)  Print Name & Title)
	COMMUNITY	_ ′		OUSD Department)
By: _	Unalist Deughman	Dated:	8/31/17	(MM/DD/YYYY)
	Elizabeth Shaughnessy, President		(	(Print Name & Title)
	The Berkeley Chess School		(CONTRAC	TOR—Org. Name)
Ву: _	Attorney, Office of the Gene Oakland Unified School Dis	Dated:	3/21/2018	(MM/DD/YYYY)
4/2	mee Eng, President, Board 6/18	of Education		
17	1. Pf-have			
•	la Johnson Trammell, Secr 6/18	etary, Board of Ed	ucation	

Legislative File Id. No. 18-0591 Introduction Date: 4/25/18

Enactment No.:

18-0736

Enactment Date:

4/25/18

By:

er

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



Berkeley Chess School 1845 Berkeley Way Berkeley, CA 94703

July 27, 2017

**Board of Directors** 

Martin Young **OUSD** 

Chairperson

Queen Graham Attention: Risk Management 1000 Broadway Suite 440

Elizabeth Shaughnessy Oakland, CA 94607

Founder and President

George Koltanowski (1903-2000)

Scope of Work for Berkeley Chess School afterschool chess classes in OUSD

Neil M. Levy Treasure

Roger Poehlmann

Secretary Description:

John De Witt

**Christine Dover** 

The Berkeley Chess School offers afterschool chess classes, paid for by parents, in many OUSD schools, as well as other schools in the bay area.

Michael Novogradac

The classes are offered one hour a week. Each class includes 20 minutes of lesson and 40 Cathy Scharf minutes of supervised play. Boards and sets are provided for the classes.

Stephen Shaughnessy

Erich Tupper

Joseph Scherer Our instructors follow a curriculum provided by Berkeley Chess School, which is flexible to allow for the students being at different levels of chess experience.

Research has shown that playing chess enhances students' critical thinking, reading and math skills, as well as self-respect and self-esteem, while being fun. Our expectation is that students will learn the rules of chess and strategy, have fun, be supported in their ability to learn, and feel more positive about themselves and about school itself.

**Honorary Commitee** 

Grandmaster Alex Baburin

Grandmaster Walter Browne Grandmaster Daniel King

International Master David Pruess

International Master & World U-18 Champion Sam Shankland

> W. International Master Beatriz Marinello

Former US Senior Champion

Neil Falconer

National Master Tom Dorsch

National Master Jim Eade

Master Emmanuel Perez

Master Andy Lee



# CERTIFICATE OF LIABILITY INSURANCE

3/1/2018

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(les) must 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 the policy certain policies may require an endorsement.

certificate holder in lieu of such endor PRODUCER			CONTACT Shirle	y Viduy	a			
G F BROWN INS SERVICE LLC			PHONE (510) 524-8812 FAX (A/C No. (510) 524-8882					
1474 University Ave PM	3# 145		E-MAIL ADDRESS Shirle	y@gfbro	wnins.com			
Berkeley, CA 94702			INS	URER(S) AFFO	RDING COVERAGE	NAIC#		
			INSURER A: NonProf	its Ins Al	liance Of California			
INSURED The Berkeley Chess School			INSURER B: Nationwide Mutual Insurance Company					
Attn: Program C	cordin	ator	INSURER C: Bartford Insurance Company Of The Midwest					
P.O Box 10073			INSURER D:					
Berkeley, CA 947	09-507	'3	INSURER E					
(510)843-0150			INSURER F:					
	RTIFICATE				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAL EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	MENT, TERM N, THE INSU	OR CONDITION OF ANY CONTRA	ACT OR OTHER DOCUM	IENT WITH RES	PECT TO WHICH THIS			
TYPE OF INSURANCE	INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS			
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	1,000,000		
CLAIMS-MADE X OCCUR			1		PREMISES (Ea occurrence)	1,000,000		
		2017-40252-NPO	7/1/17	7/1/10	MED EXP (Any one person)	20,000		
x 1/24/18 GL Limit \$3M	Y	2017-40252-NPO			PERSONAL & ADV INJURY	1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:		2017-40232-NFO	1/24/10	1/1/10	GENERAL AGGREGATE	3,000,000		
POLICY PRO- LOC	1 1				PRODUCTS - COMP/OP AGG			
OTHER:						1,000,000		
AUTOMOBILE LIABILITY					TEA ACCIDENTS	1,000,000		
ANYAUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person)			
AUTOS AUTOS	ACPBA30367550		7 7/7/17	7/7/18	PROPERTY DAMAGE			
X HIRED AUTOS X NON-OWNED					(Per accident)			
	-					5		
UMBRELLA LIAB OCCUR EXCESS LIAB CLAUAS MAD					EACH OCCURRENCE	1		
CLAIMS-WAD	E				AGGREGATE	\$		
DED RETENTION \$ WORKERS COMPENSATION	++-				X PER OTH-	\$		
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE		57WECGG1070	7/10/17	7/10/18	A STATUTE ER	1,000,000		
OFFICER/MEMBER EXCLUDED?	N/A		1,720,27			1,000,000		
(Mandatory In NH)  If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE S E.L. DISEASE - POLICY LIMIT	1,000,000		
IMPROPER SEXUAL CONDUCT	1		_		EL DISEASE - POLICYCIMIL IS	2/000/000		
A & Physical Abuse Liability		2017-40252-NPO	7/1/17	7/1/18	\$1,000,000 Each	Claim Limit		
Eff:2/5/18Limit S3M		2017-40252-NPO			\$3,000,000 General Ag			
escription of operations/Locations/Vehicled tributed with the Oakland Unified Schattention: Risk Managemer blanket CG2026 endo	ool Di	0 101, Additional Ramanka Schedule, mu oct to General I strict 000 Broadway Sui	ay be attached if more space iability Po	e is required) olicy a				

CERTIFICATE HOLDER

CANCELLATION

The Oakland Unified School District Attention: Risk Management 1000 Broadway Suite 440 Oakland, CA 94607 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,

© 1988-2014 ACORD CORPORATION. All rights reserved.

Named Insured: Berkeley Chess School

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s): \*\*\* See Below

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations;
  - 2. In connection with your premises owned by or rented to you.

#### However'

- 1. The insurance afforded to such additional insured only applies to the extent permitted by
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations: whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\*\*\*The Oakland Unified School District 1000 Broadway, Ste 440 Oakland, CA 94607



Berkeley Chess School 1845 Berkeley Way Berkeley, CA 94703

July 27, 2017

**Board of Directors** 

Martin Young **OUSD** 

Chairperson

Queen Graham Attention: Risk Management 1000 Broadway Suite 440

Elizabeth Shaughnessy Oakland, CA 94607 Founder and President

George Koltanowski (1903-2000)

Statement of Qualifications for Berkeley Chess School

Neil M. Levy Treasurer

Roger Poehlmann Secretary

Director

Christine Dover Director

Diretor Emeritu

Cathy Scharf Director

Joseph Scherer Director

Director

Fong Wang Director

Erich Tupper Director

**Honorary Committee** Grandmaster Alex Baburin

Grandmaster Walter Browne

Grandmaster Daniel King International Master David Pruess

International Master & World U-18 Champion Sam Shankland

> W. International Master Reatriz Marinello

Former US Senior Champion Neil Falconer

National Master Tom Dorsch

National Master Jim Fade

Master Emmanuel Perez

Master Andy Lee

John De Witt The Berkeley Chess School is a nonprofit organization offering chess instruction from kindergarten through high school since 1982. We are an affiliate of the US Chess Federation. Over the years our students have won many state championships and several have gone on to Michael Novogradac become National Masters, FIDE Masters, and International Masters.

> We offer fee-based classes throughout the east bay, north bay and San Francisco, as well as outreach classes paid for by grants, in nearby low income communities.

Stephen Shaughnessy Please see our website at berkeleychessschool.org.

# SAM Search Results List of records matching your search for :

Search Term: the\* berkeley\* chess\* school\* Record Status: Active

No Search Results