



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 03/04/25

Item Title: Soles4Souls & BISD X Action
for the 2024-2025 School Year Information
Discussion

BACKGROUND:

Soles4Soules is a 501(c)(3) non-profit organization that provides kids experiencing homelessness across the U.S. kick off the new school year in confidence. For the 1.5 million kids in the U.S. who experience homelessness, life is full of challenges. Without a good pair of shoes, kids feel embarrassed, discouraged, or left out simply because they lack something most of us take for granted. In short, they feel limited today, which can limit their tomorrow. Soles4Soules Headquarters is in Old Hickory, Tennessee, and has been providing shoes to school kids in need since starting 4EveryKid in 2020.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to enter into a Distribution Agreement between Brownsville Independent School District and Soles4Soules for distribution of shoes for our Homeless children and youth enrolled in our Early Childhood programs through 12th Grade for the 2024-2025 school year. No cost to the District.

Approved for Submission to Board of Education:

[Signature]
Submitted by: Principal/Program Director

[Signature]
Recommended by: Asst. Supt./Exec. Dir.

[Signature]
Reviewed by: Staff Attorney

[Signature]
Approved by: Chief Officer

[Signature]
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Minerva Almanza

From: Priscilla Lozano <plozano@808West.com>
Sent: Tuesday, February 18, 2025 1:02 PM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: Re: Soles4Soules
Attachments: SOLES4SOULS.pdf

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I made edits to #8, #10, and #11, because BISD is a governmental entity.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Tuesday, February 18, 2025 8:40 AM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: Soles4Soules

Ms. Lozano,

Please see the attached for your review and approval for the March board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxanne Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein

Paralegal
Staff Attorney Office

1900 E. Price Road, Suite 302 • Brownsville, Texas 78521
Office: (956) 698-6379 • Fax: (956) 714-6400
E-mail: reckstein@bisd.us

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400

Minerva Almanza

From: Linda C. Montero
Sent: Monday, February 24, 2025 9:40 AM
To: Minerva Almanza
Subject: FW: Soles4Soules
Attachments: SOLES4SOULS.pdf

Good morning,
Please see below.
Thank you,
Linda

From: Tiffany Turner <tiffanyt@soles4souls.org>
Sent: Monday, February 24, 2025 9:35 AM
To: Linda C. Montero <lmontero@bisd.us>
Cc: Diana Clough <clough@bisd.us>
Subject: RE: Soles4Soules

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Linda and Diana,

Sorry for the delay on my end! Apologies! These edits are approved on our end, can you please fill in the blanks with the school name and address and the start date, sign and fill in the blanks on page 2 as well? Then, I can sign and return the fully executed agreement.

Thank you!

Tiffany Turner

Vice President, Outreach
(615) 541-7010

SOLES4SOULS

Creating opportunity for people through shoes and clothing



From: Linda C. Montero <lmontero@bisd.us>
Sent: Tuesday, February 18, 2025 2:04 PM
To: Tiffany Turner <tiffanyt@soles4souls.org>
Cc: Diana Clough <clough@bisd.us>
Subject: FW: Soles4Soules

Good afternoon Ms. Turner,

The Distribution Agreement was submitted for approval, however some edits were done.

"edits to #8, #10, and #11, because BISD is a governmental entity"

Please see the revised Distribution Agreement for approval /agreement.

Thank you,

Linda C. Montero

Secretary



Homeless Youth Connection Project

lmontero@bisd.us

(956)698-1773

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BISD no discrimina a base de raza, color, origen nacional, género, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

SOLES4SOULS

Turning shoes and clothing into opportunity

DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as "S4S"), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and Brownsville ISD Youth Connection Project (hereinafter referred to as "Recipient") located at 708 Palm Blvd. Brownsville, Texas. This Agreement shall be effective as of March 5, 2025. S4S has offered to provide, and Recipient has agreed to accept, new products (the "Products"), to Recipient in S4S's sole discretion. In exchange for the Products, Recipient agrees to the following.

- 1. Distribution to End Users.** Consistent with Recipient's charitable purpose and subject to any terms and conditions of S4S or the donors, Recipient shall distribute the Products to people in need (End Users). To determine whether distribution is consistent with the Product donors wishes, Recipient shall receive written approval from S4S about where the Products will be distributed including a description of End Users.
- 2. Written Reports.** Recipient shall provide S4S with the following.
 - a. A summary within 30 days of distribution including the location of distribution, potential impact on End Users, and photographs and/or video when available of the distribution.
 - b. A status report every 60 days regarding distribution of any Product not distributed to End User in initial distribution.
- 3. No Sale, Transfer or Barter.** Recipient shall not offer for sale, sell, transfer, or barter the Products. Recipient agrees that no fees of any kind will be paid by the End Users of the Products.
- 4. Warranties.** The original donor is the original source of the Products. S4S and the original donor of any Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Products. Recipient shall submit evidence of incorporation as requested by S4S.
 - a. If a U.S. recipient, Recipient warrants and represents that it is an agency of the federal government, a special purpose government entity and/or active corporation in good standing with the Internal Revenue Service and the State in which it is incorporated.
 - b. If an international recipient, Recipient warrants and represents that it is a charitable organization in good standing within its country of origin or incorporation.
- 5. Communications**
 - a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement or misuse of Products damages and interferes with the business and contractual relationships between S4S and the original donor.
 - b. Recipient and S4S will work in partnership on any communication to media sources concerning any of the Products that it receives from S4S. Approval must be sought before communicating with media.
 - c. In the event any of the Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party.
- 6. Term & Termination**
 - a. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.

b. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

7. Sanctioned Countries

- a. S4S vets all potential 4Relief partners against governmental lists of sanctioned countries, S4S will require a list of countries to be provided where Recipient distributes products to End Users.
- b. S4S may terminate this Agreement should we find your Recipient distributes on the sanctioned countries list.
- c. Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.
- d. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

8. Hold Harmless & Indemnity. Each party shall defend, indemnify and hold harmless the directors, officers and employees of the other party (including the original donor of the Products) from all actions in a court of law or equity, arising out of, or attributed to, any action in connection with the distribution and/or use of the Products supplied by S4S to Recipient and/or its subcontractors. This provision is applicable to pISD only to the extent authorized by the Constitution and laws of Texas and without waiving defenses and immunities.

9. Relationship of the Parties. Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

10. Governing Law. Intentionally omitted.

11. Arbitration. Intentionally omitted.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto With respect to transactions contemplated hereby, and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

Recipient

By: _____

Title: _____

Date: _____

EIN#: _____

Soles4Souls, Inc.

By: _____

Title: _____

Date: _____

FORM K-1



BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

RECEIPT OF DONATION/SPONSORSHIP FORM

PRINT

SAVE AS

CLEAR FORM

Date: 2/14/25

Organization/Vendor: Soles4Souls

Presented To: BISD Homeless Youth Connection Project
(Club/School/Department)

Purpose of Donation: Donating shoes & socks for the Homeless Youth Connection.

Amount of Donation: \$20,000.00

Principal's Approval: _____

Area Superintendent / Deputy
Superintendent: _____
(Requires signature if donation is \$4,999 or less)

Superintendent of Schools: _____
(Requires signature if donation is \$5,000 to \$9,999)

Board of Trustees: _____
(Requires signature if donation is \$10,000 or more)