

Board Office Use: Legislative File Info.	
File ID Number	17-0841
Introduction Date	5/24/17
Enactment Number	17-0676
Enactment Date	5/24/17



Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date May 24, 2017

Subject Memorandum of Agreement - My New Red Shoes - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and My New Red Shoes, Redwood City, CA, to be primarily provided for selected school sites for the period of April 1, 2017 through September 1, 2019.

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

My New Red Shoes will provide their Clothing for Confidence Program. They will deliver a personalized gift of new shoes and clothing to homeless and low-income OUSD students.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and My New Red Shoes, Redwood City, CA, for the latter to provide their Clothing for Confidence Program delivering a personalized gift of new shoes and clothing to homeless and low-income OUSD students at selected OUSD school sites, via the Community Schools and Student Services Department, for the period of April 1, 2017 through September 1, 2019, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between the Oakland Unified School District and My New Red Shoes, Redwood City, CA, to be primarily provided for selected school sites for the period of April 1, 2017 through September 1, 2019.

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

Attachments Memorandum of Agreement
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. 17-0841

Department: 922/Community Schools and Student Services Department

Vendor Name: My New Red Shoes

Contract Term: Start Date: 04/01/2017 End Date: 09/01/2019

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School site(s) selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

My New Red Shoes provides a personalized gift of new shoes and clothing to homeless and low-income students.

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**

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

My New Red Shoes provides a personalized gift of new shoes and clothing to
homeless and low-income students.

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

Darbi Howard, My New Red Shoes Oakland Program and Operations Manager
is experienced in managing and monitoring contracts and grants and case
management and community organizing.

3. 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: Improve student attendance and classroom participation

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 on these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in 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, or age. Therefore, the CONTRACTOR agrees to comply with 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 does arise.
 4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe 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. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see **Section IV** for the relevant documentation that is required.
- D. **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 agreement 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.

The requirements under Section D, 2. will not apply if CONTRACTOR checks or marks this box and by doing so confirms and represents that it does not employ anyone in the manner subject to the workers' compensation laws of California.

- E. **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.
- F. **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.
- G. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, 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, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—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.
 - 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 April 2017 -- September 2019 period.
[Insert mm/dd/year] [Insert mm/dd/year]

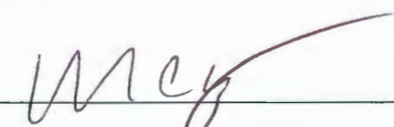
VII. Termination


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

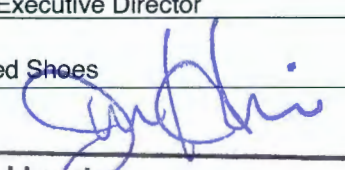
VIII. Defense/Indemnity/Hold Harmless

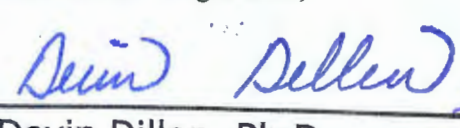
Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission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


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

By:  Dated: 4/18/17 (MM/DD/YYYY)
MARTIN YOUNG, PARTNERSHIPS MGR. (Print Name & Title)
CSSS (Sponsoring OUSD Department)

By:  Dated: 4/14/2017 (MM/DD/YYYY)
Minh Ngo, Executive Director (Print Name & Title)
My New Red Shoes (CONTRACTOR—Org. Name)

 5/25/17
James Harris
Approved as to form and procedure
President, Board of Education

 5/25/17
Devin Dillon, Ph.D.
Interim Secretary, Board of Education

By:  Dated: 5/2/17 (MM/DD/YYYY)
Michael L. Smith, Deputy General Counsel
Oakland Unified School District

Contractor: My New Red Shoes

List of School Sites agency will be working with:

Child Development Centers

Emerson CDC

Elementary Schools

Bridges Academy

Brookfield Elementary School

East Oakland Pride

Global Family Elementary School

La Escuelita Elementary School

Piedmont Avenue Elementary School

Reach Academy

Middle Schools

Alliance Academy

Bret Harte Middle School

Frick Impact Academy

Madison Park Academy

High Schools

Castlemont High School

Dewey High School

McClymonds High School



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

04/14/2017

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 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 BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: MYNEW-1			
INSURED My New Red Shoes 330 Twin Dolphin Drive Suite 135 Redwood City, CA 94065	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NonProfits' Ins. Alliance of CA		011845
	INSURER B: Oak River Insurance Co.		34630
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		2016-19189-NPO	12/20/2016	12/20/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY			2016-19189-NPO	12/20/2016	12/20/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$						
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MYWC603189	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Oakland Unified School District are included as Additional Insured with respects to the insured's business operations. Additional Insured applies to General Liability policy only.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School Dist.
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

© 1988-2009 ACORD CORPORATION. All rights reserved.



SCOPE OF WORK

In partnership with the Oakland Unified School District, My New Red Shoes will provide a personalized gift of brand new athletic shoes and a clothing retail gift card to homeless and low-income students of the Oakland Unified School District (OUSD) and engage students in civic service and learning. In an effort to improve our services and long-term impact, My New Red Shoes also plans to evaluate the impact of our program in OUSD.

STATEMENT OF QUALIFICATIONS

The mission of My New Red Shoes is to improve the self-esteem, educational experience, and quality of life of homeless and low-income children and youth. By providing new shoes and clothing to impoverished students for the start of their school year, My New Red Shoes meets a basic need, removes an important barrier to school attendance and participation, and supports learning, and educational success. Through our unique combination of support service and community engagement, My New Red Shoes hopes to build a strong, inclusive, and compassionate community for all children. We believe that education is the great equalizer, offering a pathway for children and families out of poverty by promoting opportunity, prosperity and growth, and that all children should have the opportunity to fully engage and succeed in school. By providing homeless and impoverished students with new clothing and shoes, My New Red Shoes supports school readiness, attendance and classroom participation while boosting their self-confidence and developmental assets.

Our History: Inspired to action by her mother's personal experience with childhood poverty, our founder and Board Chair, Heather Hopkins launched My New Red Shoes with the vision to improve the school attendance and educational experience of underprivileged children. Since 2006, our Clothing for Confidence Program has provided more than 45,000 of our community's poorest children with the basic necessities of new shoes and clothing while working to build a stronger, healthier and more caring community for all children through civic service and learning opportunities for children, adolescent and adult volunteers. By meeting student's basic clothing needs, and enhancing their developmental assets, we are helping to promote learning, improve school attendance, enhance children's educational experience as well as boost the self-esteem and confidence of our community's most vulnerable children by eliminating a barrier to attendance and school success.

The Challenge: Each day in the Bay Area thousands of children and youth deal with the hardships of family poverty. My New Red Shoes believes that education is the great equalizer and offers a pathway for children and families out of poverty by promoting opportunity, prosperity and growth. However, studies show that without appropriate shoes and clothing, impoverished school-age children (Kindergarten through 12th grade) are more likely to miss school, disengage from the learning process and eventually drop out. For the past eleven years, My New Red Shoes' Clothing for Confidence

Program has addressed this issue by providing the basic necessities of new shoes and clothing to 45,000 children in need. We are the only local nonprofit dedicated to closing the clothing gap for students living in poverty.

Our Program: Each child we serve receives the necessities of a brand-new pair of shoes and a \$50 gift card to a clothing retailer, packaged in a gift bag hand-sewn with love by a volunteer. To maximize community resources and strengthen our collective capacity to serve children, we collaborate with community-based organizations, educational institutions and public agencies to identify and reach the students who need our services the most. This collaboration with local agencies helps to maximize the use of community resources, assures that we continue to address an unmet need, and allows our agency partners to fill a gap in basic services they would otherwise be unable to provide. My New Red Shoes provided new shoes, clothing, and the gift of confidence to 9,137 Bay Area children during the 2016 back-to-school season. Our 2017 goal is to serve more than 10,000 children.

Our Impact: The basic necessities of new shoes and clothing can have a transformative effect on impoverished children. Agencies that we partner with maintain that their budgets do not allow for them to provide the basic necessities of shoes and clothing for the children in their care. However, through their work with My New Red Shoes, they see how new shoes and clothing for school make a difference to the children we mutually serve:

"Thank you so you much for what you are doing to ensure that children and youth have new shoes and clothes for back-to-school. Most people don't realize how much confidence children/youth gain when they feel like they "fit in" because of a new pair of shoes and new clothes. My New Red Shoes is changing the lives of thousands of children/youth and giving encouragement to those of us who are working with these precious children and youth every day." - Advent Group Ministries



April 14, 2017

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

Re: Clearance Letter

To Whom It May Concern:

This letter certifies that Darbi Howard, My New Red Shoes Oakland Program and Operations Manager, has been screened and cleared for TB and has also had her fingerprints and a criminal background check cleared by DOJ / FBI.

For additional information or questions, please feel free to reach out to me at minh@mynewredshoes.org or at (650) 375-2650.

Sincerely,

Minh Ngo, J.D.
Executive Director
My New Red Shoes



SAM Search Results
List of records matching your search for :

Search Term : my new* red* shoes*
Record Status: Active

No Search Results