



**Proposal for Provision of Mentoring Services
to Ferris Independent School District
(For the 2022-2023 Academic School Year)**

This Proposal is made to the FERRIS INDEPENDENT SCHOOL DISTRICT ("***Ferris ISD***"), by MENTORS CARE, a tax-exempt 501(c)(3), Texas non-profit corporation ("***Mentors Care***") for the purpose of outlining the key terms and conditions of an agreement under which Mentors Care will provide the services more particularly described herein to the Ferris ISD at Ferris High School, located at 1025 E 5th St. Ferris, TX 75125 ("***FHS***") during the Term defined herein, subject to Ferris ISD's acceptance of the terms and conditions set forth below.

Background

Mentors Care operates a tax-exempt, charitable, non-profit mentoring program which is designed to benefit, influence and change the lives of high school students who are at-risk of failing to achieve their full potential due to difficult family, socio-economic or other circumstances, by connecting them with adult mentors who serve as advocates, life-counselors and role models (the "***Program***"). Mentors Care and the District each believe that the Program would be of benefit to participating students at the School. The District therefore desires to engage Mentors Care to implement, maintain and operate the Program at the above-named School, and Mentors Care desires to do so subject to the terms and conditions set forth below:

1. Subject to District's Approval and Adoption of Enabling Budget. This Proposal is subject to the District's acceptance of the terms and conditions set forth below and adoption of an annual budget for the 2022-2023 academic school year which includes funding for the Program in an amount equal to the Program Service Fee specified in Section 4.d. below.

2. Term. The term of the relationship contemplated by this Proposal will generally coincide with the District's 2022-2023 academic school year (the "***Term***") excluding summer semesters, holidays and bad weather days recognized by the District, and other days during which the School may be closed or students are not present for any reason; provided, however, that the Term shall commence on the earlier of August 1, 2022 or the first day of the Fall Semester of such academic school year and continue through the last day of the Spring Semester of such School Year; unless sooner terminated by either party with or without cause upon not less than thirty (30) days' prior written notice to the other at any time.

In addition to any other termination or suspension rights which it may have hereunder, Mentors Care also reserves the right to terminate or suspend the relationship contemplated by this Proposal at any time if and as necessary due to lack of support from prospective mentors and volunteers, lack of qualified and acceptable personnel to staff the Program, or lack of funding from grants and other charitable contributions from third parties. In such event, Mentors Care shall refund a pro-rata portion of any prepaid Program Service Fees paid by Ferris ISD under Section 4.d. below, within thirty (30) days after such termination, according to the number of school days left in the academic semester during which such termination occurs, as compared to the total number of school days in that semester.

3. Mentors Care's Responsibilities. During the Term, Mentors Care will:

a. Provide its proprietary Program materials and curriculum to FHS at no additional cost to the Ferris ISD or to the Program participants.

b. Recruit and train volunteers to serve as mentors for the Program at FHS, as follows:

i. Solicit and require detailed applications from each prospective mentor.

ii. Provide names, and drivers licenses or other photographic ID's issued by an agency of the United States of America or the State of Texas, of all prospective mentors as requested by Ferris ISD and as necessary for Ferris ISD to conduct such criminal background checks and such other investigations as it may deem appropriate at Ferris ISD's sole cost and expense, and for Ferris ISD's subsequent rejection or approval of such prospective mentors as a precondition to Mentors Care permitting or allowing any such prospective mentor to interact with Program participants on behalf of Mentors Care. Ferris ISD shall conduct criminal background checks of the prospective mentors that are unpaid volunteers in accordance with Section 3.a. below.

iii. Provide one (1) combined training session for all mentors assigned to Program participants enrolled at FHS, during the first month after the start of each new academic semester during the Term.

c. Work with administrators and staff in FHS throughout each day during the Term in which school in session to (i) identify students who might benefit from participation in the Program, (ii) establish and implement plans to achieve Program objectives for the participating school as a whole, and for individual Program participants, as well, and (iii) match Program participants with suitable mentors, and thereafter work with and monitor progress of mentors and Program participants on a regular basis throughout the school year.

d. Provide an Annual Report to the Ferris ISD Board of Trustees, showing reports & statistics for the then current academic school year, as soon as reasonably practicable following the conclusion of the academic school year in question, and no later than the beginning of the next academic school year.

e. Not use any Ferris ISD facilities, computer, telephone, internet or network to access any obscene or illegal material and cause its paid Program Coordinators (herein so called), employees, mentors and volunteers to abide by Ferris ISD's policies relating to technology resources.

4. Ferris ISD's Responsibilities. During the Term of this Proposal, Ferris ISD will:

a. Conduct criminal background checks of the prospective mentors and unpaid volunteers in accordance with Tex. Educ. Code Section 22.0835, and of the Program Coordinators, as well, to the extent that it elects to do so.

b. Provide Mentors Care with suitable office accommodations at FHS, together with a desk, a credenza and chairs, a desktop computer and telephone, internet connectivity and access to the School's computer network; provided, however, that Mentors Care acknowledges and agrees

that (i) Ferris ISD is not leasing any school facilities to Mentors Care under this Proposal, and (ii) Ferris ISD shall retain priority of use of any and all school facilities for school district purposes.

c. Provide a gathering area in close proximity to the Mentors Care's assigned office at FHS, where Mentors Care can meet with mentors and participating students, and where mentors and participating students will be able to meet, as well.

d. Pay Mentors Care a service fee in the amount of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00) (the "**Program Service Fee**") for the academic school year occurring during the Term. The Program Service Fee shall be due and payable in ten (10) equal monthly installments, each in the amount of \$3,750.00, the first of which shall be due and payable on September 1, 2022, and the remainder of which shall be due and payable on the first day of each calendar month thereafter through June 1, 2023. Program Service Fees which are not paid within five (5) days after the date upon which such fees become due are subject to an administrative late fee in an amount equal to ten percent (10%) of the unpaid amount. Interest will accrue on Program Service Fees which are not paid before the 1st day of the next calendar month following the calendar month in which they were due at the rate of eighteen percent per annum (18%) until paid in full. Time is of the essence with regard to the District's payment obligations hereunder.

5. Miscellaneous.

a. Student privacy:

i. "Student Data" includes all personally identifiable information and other non-public information related to Ferris ISD students, which is provided by Ferris ISD to Mentors Care. Employees, volunteers, mentors, and others providing services on behalf of Mentors Care in accordance with this Agreement are considered "school officials" with a legitimate educational interest in receiving Student Data necessary to provide the services detailed in this Agreement. Such individuals shall be subject to the same requirements as District employees under the Family Educational Rights and Privacy Act (FERPA) and Board Policy FL (LOCAL).

ii. Mentors Care acknowledges and agrees that:

1. Ferris ISD will identify and inform Mentors Care of the names of those students who Ferris ISD believes might reasonably be expected to benefit from participating in the Program, on or before the third (3rd) week of each academic semester during the Term of this Agreement.

2. Neither Mentors Care nor any of its Program Coordinators, employees, volunteers or mentors will meet with or otherwise promote the benefits of participating in the Program to any particular students on a one-on-one basis, unless such students have been recommended by a counselor or teacher and their parent or legal guardian has approved of their participation in the Program. In no event, however, should the foregoing be construed as prohibiting Mentors Care from promoting the Program to students in general, so long as it does not selectively target specific students who have not otherwise previously been identified by Ferris ISD as students who might benefit from participating in the Program.

3. Except as to the names of those students whom it believes might reasonably benefit from participating in the Program, Ferris ISD shall not provide Mentors Care with any Student Data relating to a particular student, unless and until such time as the student's parent or legal guardian has signed a written consent in such form as Ferris ISD may reasonably approve or prescribe,

approving of the student's involvement in the Program and of Ferris ISD's provision or disclosure of the student's information to Mentors Care.

4. To the extent that Ferris ISD elects to provide or disclose Student Data to Mentors Care or otherwise allow Mentors Care access to any such Student Data through the parent or legal guardian's written consent, all information shall be regarded as "Student Data" for purposes of this Agreement.

iii. Mentors Care covenants and agrees that:

1. It will not use any Student Data to advertise or market any third party products or services to students or their parents, or for any purposes other than those expressly referenced in this Proposal.

2. It will not use any Student Data in any manner which is not otherwise intended to inure to the benefit of the particular student to whom such information relates.

3. It will keep and hold all Student Data in confidence and not disclose such information to any third party, aside from the mentors who are working with the particular student(s) to whom such Student Data pertains, and who are bound to maintain the confidentiality of such Student Data.

4. It will only collect and use Student Data as necessary in connection with its operation of the Program, and except as otherwise expressly provided herein, will not share any such Student Data with any third parties without prior written consent of the student and its parent or legal guardian, as required by law.

5. Any Student Data held by Mentors Care will be made available to Ferris ISD upon request by Ferris ISD; provided, that any information which a participating student may have provided to Mentors Care directly in confidence shall be shared with that student's counselor within Ferris ISD.

6. It will ensure that all Student Data in its possession or control are destroyed or transferred to Ferris ISD under the direction of Ferris ISD when the Student Data is no longer needed for the purposes permitted hereunder at the request of Ferris ISD.

b. Choice of Law & Venue: This Proposal shall be governed under the laws of the State of Texas and venue for any dispute or litigation arising hereunder shall be in Ellis County, Texas. In any adjudication of a claim for breach of contract under this Proposal, reasonable and necessary attorneys' fees that are equitable and just may be awarded to the prevailing party. Otherwise, no provision of this Proposal is a waiver of any immunity or defense or consent to suit.

c. Immunity: By signing this Proposal, Ferris ISD is not waiving any immunities provided to the school district by law.

d. Prohibition of Alcohol, Tobacco, Controlled Substances and Firearms: The following are prohibited on Ferris ISD property and Mentors Care and Mentors Care's Program Coordinators, employees, volunteers, and mentors shall not bring or use alcohol, tobacco, controlled substances and/or firearms on Ferris ISD property as provided by Texas law. Mentors Care's Program Coordinators, employees, volunteers and mentors shall conduct themselves with proper decorum,

including adequate dress consistent with the nature of the work being performed. Any sexual harassment by Mentors Care's Program Coordinators, employees, volunteers or mentors is prohibited.

e. Authorized signature: Each of the undersigned representatives of the parties hereby represent and warrant that they have been duly authorized to make and enter into the relationship contemplated by this Proposal, and to bind the party which they represent to the terms and conditions set forth herein.

In Witness Whereof, the parties' undersigned representatives have executed this Proposal in evidence of their mutual agreement to be bound by and adhere to the terms and conditions set forth above.

Ferris ISD:

Ferris Independent
School District

By: _____

Its: _____

Date: _____

Mentors Care:

Mentors Care,
a Texas non-profit corporation

Dena Petty,
President & Executive Director

Date: _____