



**Mentoring Program Services Agreement**  
**(Brewer High School; 2026-2027 Academic School Year)**

This Mentoring Program Services Agreement (the “*Agreement*”) is made and entered into as of  
August 3, 2026 (the “*Effective Date*”) by and between:

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT (the “*District*”), whose address is 8224 White Settlement Road, White Settlement, Texas 76108; and

MENTORS CARE, a tax-exempt 501(c)(3) Texas non-profit corporation (“*Mentors Care*”) whose address is 661 E. Main St., #200, Midlothian, Texas 76065

for the purpose of specifying the terms and conditions under which Mentors Care has agreed to provide the mentoring services more particularly described herein (collectively, the “*Program Services*”) to the District for the benefit of participating high school students in grades 9-12 only, at Brewer High School, located at 1025 W. Loop 820 North, Fort Worth, Texas 76108 (the “*School*”).

Background

Mentors Care operates and maintains a syndicated, thriving, proprietary mentoring program (the “*Program*”) which is designed to identify, benefit, influence and change the lives of high school students who are at-risk of dropping out of school and thereby 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 District believes that the Program would be of benefit to participating students at the School and 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 herein.

1. Term and Termination.

a. The term of this Agreement will generally coincide with the District’s 2026-2027 academic school year (the “*Term*”) excluding summer semesters, holidays and bad weather days recognized by the District, and other days that the School is closed or students are not present for any reason; provided, however, that the Term will commence on the later of August 1, 2026 or the first Monday in August, 2026, if August 1, 2026 falls on a weekend or District-recognized holiday, and will continue through the last day of the Spring Semester of such academic school year, unless sooner terminated by either party at any time, with or without cause, upon not less than thirty (30) days’ prior written notice to the other.

b. In addition to any other termination or suspension rights it may have hereunder, Mentors Care reserves the right to terminate or suspend the relationship contemplated by this Agreement at any time if and as it deems it necessary to do so due to a lack of support from volunteers to serve as prospective mentors, qualified and acceptable personnel to staff the Program, and/or funding from grants and other charitable contributions from third parties in an amount sufficient to cover the differential between the Program Service Fees (as such term is defined in Section 3.e. below) payable by the District

hereunder and the greater amount of the costs and expenses which Mentors Care will actually incur in implementing, maintaining, and operating the Program at the School during the Term.

c. If this Agreement is terminated by either party at any time before the expiration of the Term, then Mentors Care shall refund a pro-rata portion of any prepaid Program Service Fees for the period from the effective termination date through the end of the Term, as soon as reasonably practicable and no later than thirty (30) days after the effective date of any such termination.

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

a. Use its copyrighted, proprietary Program materials and curriculum to implement, maintain, and operate the Program at the School, at no additional cost to the District or to the Program participants, save and except for the Program Service Fees referenced in Section 3.e. below.

b. Use its best efforts to recruit volunteers to serve as mentors for the Program at the School, as follows:

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

ii. Provide the District with the names and drivers licenses of Mentors Care's Program Coordinator and other Mentors Care employees who may be assigned to the School, and all Mentors Care volunteers who are assigned to serve as mentors for participating students at the School, so that the District may perform criminal history record information reviews (each, a "***Criminal History Review***") of such persons in accordance with Section 3.a. below.

iii. Require all volunteers who pass the Criminal History Review and are approved and assigned to serve as mentors for Program participants enrolled at the School to participate in (i) an in-person, group training session hosted by Mentors Care's Program Coordinator at the School if they are a first-time volunteer for Mentors Care, or (ii) an online, self-paced mentor training session if they have volunteered for Mentors Care and participated in an in-person, group training session hosted by Mentors Care during a previous School Year; and in either case, to do so sometime during the first month after the start of each new academic school year during the Term, and to further ensure that each mentor has completed such training prior to their first meeting with the participating student to whom they have been assigned.

c. Work with School administrators and staff to (i) identify students who are "at risk of dropping out of school" as such phrase is defined in [Section 29.081\(d\) of the Texas Education Code](#), as such statute may be modified and amended from time to time, and according to such additional criteria, factors and indicators, if any, as Mentors Care and the District may mutually agree ("***At-Risk Students***"), for referral to Mentors Care; (ii) establish and implement plans to achieve Program objectives for the 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 Term.

d. Provide an Annual Report to the District's Board of Directors, showing reports and statistics for the then current academic school year, as soon as reasonably practicable following the conclusion of the academic school year included within the Term, and no later than the beginning of the next academic school year, subject to the District's timely provision to Mentors Care of Student Data for participating students in accordance with the District's obligations under Section 3.f. below.

e. Not use any of the District's facilities, computers, telephones, internet or network connections to access any obscene or illegal material, and to abide by, and cause its paid Program Coordinators (herein so called), employees, mentors, and volunteers to abide by the District's policies relating to technology resources.

3. The District's Responsibilities. During the Term, the District will, at its sole cost and expense:

a. Conduct criminal history record information reviews for (i) Mentors Care's Program Coordinator and any other employees of Mentors Care who are assigned to work at the School, each in accordance with [Texas Education Code §22.0834](#) or its successor, and (ii) Mentors Care's volunteers who are assigned to serve as mentors for participating students at the School, each in accordance with [Texas Education Code §22.0835](#) or its successor (each, a "***Criminal History Review***"). In furtherance of the foregoing, the District acknowledges and agrees that Section 22.0835 of the Texas Education Code requires each volunteer to provide the District with a copy of his or her driver's license or another form of identification containing the volunteer's photograph as issued by an entity of the United States Government, but does *not* require them to submit fingerprints or any other photographs aside from their driver's license or other form of identification specified above. The District further covenants and agrees that, unless and until Chapter 22 of the Texas Education Code is modified or amended to clearly and explicitly require the District do so, it will not require Mentors Care's volunteers to submit fingerprints or any other photographs aside from their driver's license or other form of identification specified above, and nor will it subject such volunteers to the type of national criminal history record information review which school districts, open-enrollment charter schools, and shared services arrangements are presently required to perform in regard to certified educators, certain open-enrollment charter school employees, certain contract employees, substitute teachers and certain private school employees, under various other provisions of Chapter 22 of the Texas Education Code.

b. Provide Mentors Care with suitable office accommodations at the School, together with a desk, a credenza and chairs, a desktop computer and telephone, internet connectivity, and access to the School's computer networks, information systems, and Student Data (as defined below). Mentors Care acknowledges and agrees that the District is not leasing any facilities to Mentors Care under this Agreement and that any right which it may hold hereunder relative to the use of such property and facilities, and that Mentors Care's right to access and use Student Data through the School's computer network and information systems will be subject to, and in accordance with, the terms, conditions and restrictions set forth below.

c. Encourage School administrators and staff to work with Mentors Care's Program Coordinator to identify At-Risk Students for referral to Mentors Care.

d. Provide a gathering area nearby and in close proximity to Mentors Care's assigned office accommodations at the School, where Mentors Care, mentors, and participating students can meet during regularly scheduled meetings.

e. Pay Mentors Care a service fee in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) for the Term (the "***Program Service Fees***"). The Program Service Fees for each academic school year during the Term shall be due and payable in ten (10) equal monthly installments, each in the amount of \$2,500.00, the first of which shall be due and payable on September 1, 2026 and the remainder of which shall be due and payable on the first day of each calendar month thereafter continuing through June 1, 2027. Program Service Fees which are not paid within fifteen (15) days after the date upon

which such fees become due are subject to an administrative late fee in the amount of \$50.00. Time is of the essence with regard to the District's payment obligations hereunder.

f. Provide Mentors Care with Student Data (as defined in Section 4.a. below) relative to the Term (*i.e.*, the 2026-2027 academic school year) for all participating students upon admission to the Program.

4. Student Data; Privacy.

a. For purposes of this Agreement, "***Student Data***" means all personally identifiable information and other non-public information which pertains to participating students at the School, including, without limitation, information relating to such students' demographics, attendance, grades, transcripts, course completion, credits earned, and disciplinary records. 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, and shall be subject to the same requirements as District employees under the Family Educational Rights and Privacy Act (FERPA) and Board Policy FL (LOCAL).

b. Mentors Care acknowledges and agrees that:

i. The District will identify and inform Mentors Care of the names of those students whom the District believes might reasonably be expected to benefit from participating in the Program.

ii. 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 the District as students who might benefit from participating in the Program.

iii. Except as to the names of those students whom it believes might reasonably benefit from participating in the Program, the District 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 the District may reasonably approve or prescribe, approving of the student's involvement in the Program and of the District's provision or disclosure of such Student Data to Mentors Care.

iv. To the extent that the District 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 such information shall be regarded as "Student Data".

c. Mentors Care covenants and agrees that:

i. 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 Agreement.

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

ii. 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.

iii. 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.

iv. Any Student Data held by Mentors Care will be made available to the District upon request, provided that any information which a participating student may provide to Mentors Care in confidence will only be shared with that student's counselor within the District, who shall maintain the confidentiality of such information.

v. At the District's written request, Mentors Care will ensure that all Student Data in its possession or control is destroyed or transferred to the District, at the election of the District, when the Student Data is no longer needed for the purposes permitted hereunder.

## 5. Miscellaneous.

a. Choice of Law & Venue. This Agreement 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 Agreement, reasonable and necessary attorneys' fees that are equitable and just may be awarded to the prevailing party, to the extent allowed by applicable law. Otherwise, no provision of this Agreement is a waiver of any immunity or defense or consent to suit.

b. Prohibition of Alcohol, Tobacco, Controlled Substances, and Firearms. The following are prohibited on the District property: 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 school 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.

c. Binding Agreement. The terms of this Agreement will not be binding upon either of the parties hereto unless and until it has been signed by a duly authorized representative of each of the parties below, and an original or copy thereof has been delivered to the other party hereto. This Agreement contains the entire agreement of the parties concerning the subject matter described herein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the parties concerning the subject matter described herein.

d. Authorized Signature. Each of the undersigned representatives of the parties hereby represents and warrants that he or she has been duly authorized to make and enter into the relationship and agreement contemplated by this Agreement, and to bind the party which they represent to the terms and conditions set forth herein. This Agreement may be executed in multiple counterparts, each of which

shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

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

The District:

White Settlement Independent  
School District

Mentors Care:

Mentors Care,  
a Texas non-profit corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Brian Blackwell,  
Managing Director

Date: \_\_\_\_\_