

**PROGRAM SERVICES AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
COMMUNITIES IN SCHOOLS, TENNESSEE**

This Program Services Agreement ("Agreement") is entered into effective August 11, 2026 (the "Effective Date"), by and between Murfreesboro City Schools ("District") and Communities in Schools of Tennessee, Inc. ("CISTN"). The District and CISTN may each be referred to as a "Party" and collectively as the "Parties." The purpose of this Agreement is to establish the terms under which CISTN will provide integrated student supports at Mitchell-Neilson Schools ("School") and use designated space and District resources in connection with those services.

1. **Term.** The term of this Agreement shall be from the Effective Date to June 30, 2027, unless terminated by either party as hereinafter provided. The Parties may renew this Agreement for up to two (2) successive one-year terms only by mutual written agreement signed by authorized representatives of both Parties. Any renewal agreement must identify the applicable annual fee and any changes to the material terms of this Agreement. If the Parties do not execute a written renewal agreement, this Agreement will expire at the end of the then-current term.

2. **Program Model.** CISTN will provide a full-time Program Manager ("Program Manager") to coordinate integrated student supports for students, families, and the School. Services will be aligned with the School Support Plan and delivered through the CIS model described below. Services will normally be delivered at the School but may be delivered virtually when in-person operations are disrupted by an emergency, natural disaster, public-health event, or other closure, subject to District direction and applicable law:

- A. Program Manager will connect and provide all three tiers of integrated student supports aligned with CIS School Support Plan and individual Student Supports Plans:
 - i. Tier I: schoolwide services designed to promote a positive school climate and address school-level risk factors.
 - ii. Tier II: targeted services, generally delivered in a group setting, for case-managed students with a common need.
 - iii. Tier III: intensive, individualized services, generally delivered one-on-one, for case-managed students with specific needs.
- B. Program Manager will build community partnerships to address needs identified in CIS Annual Needs Assessment.
- C. CISTN program management retains oversight of the CIS model and the Program Manager's programmatic duties.

3. **CISTN Responsibilities.**

- A. Provide a full-time Program Manager on campus pursuant to the Murfreesboro City Schools academic calendar, except for approved offsite professional learning,

- administrative reporting days, leave, virtual service periods, or other absences authorized by CISTN.
- B. Provide programmatic materials, a computer, and ordinary office supplies for the Program Manager and provide CISTN-led offsite professional learning and administrative reporting days totaling at least two (2) full days each month.
 - C. Develop and maintain a consistent, School-specific referral process for students who may benefit from targeted or intensive case management. The Program Manager will assess each referral for program eligibility and will be expected to case manage ten percent (10%) of School enrollment, up to fifty (50) students at a time.
 - D. When Early Warning Indicator data are available, review relevant attendance, behavior, and academic data with authorized School personnel to help identify students who may benefit from case-management services.
 - E. Observe and formally evaluate the Program Manager during the initial ninety (90) days of employment and at the end of each school year, while considering timely School feedback.
 - F. Provide timely reports concerning progress toward School Support Plan goals and aggregated case-management outcomes, including the School Support Plan, quarterly reports, aggregated end-of-year outcomes in the fourth-quarter report, and a regional end-of-year impact report.
 - G. Obtain annual parent or guardian consent for students receiving case-management services when consent is required by law, District policy, or the CISTN program model.
 - H. Program Manager shall conduct an annual schoolwide needs assessment in collaboration with School leadership and use it to develop a School Support Plan. The Program Manager will submit the plan to the principal for approval.
 - I. Program Manager will share information about the CIS model, the Program Manager's role, and the referral process with School staff at least four (4) times per school year through professional development or faculty/staff meetings.
4. **District Responsibilities.** The District, acting through the School and appropriate District departments, will perform the following obligations during each Agreement year:
- A. Support implementation of the CIS model and integrate the Program Manager into the School community as a valued partner. A newly assigned principal will complete CISTN's new-principal orientation during the first year of service, when reasonably available.
 - B. Designate the School principal as the primary operational contact for the Program Manager and liaison to CISTN program leadership.
 - C. Provide the Program Manager dedicated time at professional development or faculty/staff meetings at least four (4) times each school year to explain the CIS model, the Program Manager's role, and the referral process, and include the Program Manager in other relevant meetings as appropriate.
 - D. Maintain open communication with the Program Manager and CISTN leadership and provide timely feedback regarding program progress, implementation challenges, and School needs.

- E. Share existing needs assessments, relevant School and student data, and School improvement plans as permitted by law so the Parties can complete the annual needs assessment and School Support Plan.
- F. Work with CISTN to establish or designate School Support Team members and actively support the coordinated work of that team.
- G. Assist in developing annual goals and identifying community partners whose services align with the signed School Support Plan.
- H. Collaborate with CISTN to establish and maintain the School-specific referral process. Referrals may be initiated by the Program Manager, School staff, a parent or guardian, or the student, but CISTN will determine program eligibility in consultation with authorized School personnel.
- I. Provide authorized, role-based access to District systems and data reasonably necessary to provide and evaluate services, including appropriate login credentials, training, technical support, and a District email account, subject to Section 8 of this Agreement.
- J. Participate in quarterly partnership meetings with the Program Manager and CISTN Program Director to review data and progress toward the approved School Support Plan goals.
- K. Provide private, non-shared office space suitable for confidential case management, group sessions, and crisis intervention, together with a phone, desk, office chair, printing access, and secure internet access protected by industry-standard security controls. The connection should use the instructional or administrative network rather than a guest network, subject to District technology-security requirements.
- L. Give the Program Manager and Program Director reasonable advance notice before relocating the designated office space, except when an emergency requires immediate relocation.
- M. Recognize and accommodate CISTN-led offsite professional learning and administrative reporting days totaling at least two (2) full days each month.
- N. Market and promote CISTN in appropriate School and District materials, subject to District policies and available communications channels.

5. **Access to the Premises.** The Program Manager may access the Premises Monday-Friday, 7:30 a.m.-5:00 p.m., on days when school is in session. After-hours/weekend access requires District's prior written approval. District may suspend access during closures, emergencies, drills, or safety/security events without liability.

- A. Keys/badges will be issued to the Program Manager however remain District property. The Program Manager shall not duplicate or loan them and shall immediately report any loss.
- B. All CISTN personnel and visitors must comply with District check-in and identification procedures.
- C. When the School is closed (e.g., for holidays, inclement weather, or emergencies), access to the office space may be limited, and CISTN shall coordinate with the District regarding use during such times.

- D. District may enter the Premises at any time, with or without notice in emergencies and otherwise upon reasonable notice, to inspect, maintain, make repairs or improvements, ensure compliance, or show the Premises to District personnel or contractors.

6. **Employee Status.** The CISTN employee assigned as the Program Manager shall remain solely an employee of CISTN and will not be considered an employee, agent, or representative of the District. CISTN shall retain full responsibility for all employee-related costs, including but not limited to wages, benefits, training, and insurance. CISTN shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto.

- A. CISTN shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.
- B. The District may request that CISTN remove or reassign personnel from the School for a documented safety or conduct concern. CISTN retains final employment authority but will respond promptly and take appropriate protective action while the concern is reviewed.

7. **Background Checks.** The CISTN employee assigned as the Program Manager shall undergo a fingerprint criminal history records check performed by the Tennessee Bureau of Investigation prior to having direct contact with or close proximity to students, as required by Tennessee Code Annotated § 49-5-413. Fingerprint records checks shall be coordinated through Murfreesboro City Schools. Any costs incurred to perform these background checks and fingerprinting shall be paid by CISTN.

8. **Compliance with Laws and District Policies.** CISTN shall comply with all applicable federal, state, and local laws, regulations, and safety codes. CISTN shall comply with all District policies and procedures, as amended from time to time upon written notice to CISTN. Material policy changes will be provided to CISTN and become enforceable ten (10) days after notice.

9. **Maintenance of the Premises.** District will provide base building utilities and routine building maintenance. CISTN will keep the Premises clean and orderly, remove trash daily to designated locations, and promptly repair any damage it or its invitees cause (ordinary wear and tear excepted). No alterations, installations, signage, or cabling may be made without District's prior written approval. On termination of this Agreement, CISTN shall remove its property, repair alteration penetrations, and return the Premises broom clean.

10. **Publicity and Marks.** Neither party may issue press releases or public statements referencing the other party or this Agreement without the other party's prior written approval, except as required by law. Each party retains all right, title, and interest in its names, logos, trademarks, and service marks ("Marks"). Subject to the foregoing approval requirement, each

party grants the other a limited, non-exclusive, non-transferable, revocable license during the Term to use its Marks solely to perform the marketing/promotional activities expressly contemplated by this Agreement and in accordance with any brand guidelines provided.

11. Student Images and Information. No student name, image, likeness, voice, or testimonial may be used in any marketing or publicity without District's prior written approval and all legally required consents.

12. Student Confidentiality - Compliance. For purposes of carrying out this Agreement, CISTN will perform an institutional service or function for which the District would otherwise use employees, and is hereby designated by District as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3). CISTN understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) and the confidentiality provisions under the IDEA Part B (34 CFR 300.610 through 300.626). CISTN understands and agrees that that it remains under direct control of District with respect to the use and maintenance of the education records. CISTN understands that the use of educational records is limited in scope and purpose. CISTN understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever. Any failure to comply with applicable FERPA requirements by CISTN or any of its employees will be immediately reported to District by CISTN.

13. Data Security. CISTN will implement and maintain administrative, physical, and technical safeguards designed to protect Education Records, PII, and District data accessed, received, stored, transmitted, or otherwise processed in connection with this Agreement ("District Data") against unauthorized access, acquisition, disclosure, alteration, or destruction. Such safeguards will include, at a minimum: (a) role-based access controls and least-privilege access; (b) multi-factor authentication for remote access to District systems and any system storing District Data; (c) encryption of District Data in transit and at rest using industry-standard encryption; (d) endpoint protection and timely security patching; (e) logging/monitoring of access to District Data; and (f) security awareness training for personnel with access to District Data.

14. Insurance. Throughout the Term, CISTN shall maintain: (a) commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) workers' compensation as required by law and employers' liability of not less than \$500,000; and, (c) commercial auto liability (if vehicles are used in connection with the Premises) of not less than \$1,000,000 combined single limit. District shall be named as an additional insured on CGL and auto via ISO-form endorsements, primary and non-contributory, with waiver of subrogation where permitted by law. Certificates and endorsements shall be delivered prior to occupancy and upon renewal.

15. Fees and Payment. The District will pay CISTN an aggregate annual fee of Five Thousand Dollars (\$5,000.00) for services during the initial term. CISTN will invoice the District in two (2)

equal installments in August and January, and each invoice is due within thirty (30) days after receipt, subject to District purchasing requirements and the availability and appropriation of funds. Any proposed fee adjustment for a renewal term must be communicated by March 1 preceding that term and is effective only through a written amendment signed by both Parties.

16. Indemnification. To the fullest extent permitted by law, CISTN shall indemnify, defend, and hold harmless District and its officers, employees, and agents from and against any and all claims, demands, causes of action, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) CISTN's use or occupancy of the Premises or common areas; (ii) the acts or omissions of CISTN or its employees, contractors, invitees, or visitors; (iii) property damage or bodily injury occurring in or about the Premises; (iv) violation of law or District policies; or (v) data/privacy incidents related to CISTN operations or education records, except to the extent caused by District's gross negligence or willful misconduct. District may tender defense, and CISTN shall use counsel reasonably acceptable to District. This indemnity survives expiration or termination.

17. Termination. Either party may terminate this Agreement with thirty (30) days' written notice to the other party.

- A. Any occupancy after the Term or earlier termination is a holdover subject to District's consent and revocable at will.
- B. District may remove CISTN's property left in the Premises after surrender and store or dispose of it at CISTN's expense. District is not responsible for loss or damage.
- C. The District may immediately suspend access, services, personnel, or data access when reasonably necessary to protect students, staff, information, facilities, or School operations.

18. Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

19. Venue and Jurisdiction. Any action, suit, or proceeding arising out of or relating to this Agreement must be brought (a) if in state court, exclusively in the courts of Rutherford County, Tennessee, or (b) if federal subject-matter jurisdiction exists, exclusively in the United States District Court for the Middle District of Tennessee. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens.

20. Force Majeure. Neither party will be liable for any failure or delay in performance (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic/pandemic, war, terrorism, civil unrest, labor disputes not involving the affected party's workforce, governmental orders, or interruption of utilities or telecommunications not caused by the affected party (each, a "Force Majeure Event"). The affected party will (a) promptly notify the other party, (b) use commercially reasonable efforts to mitigate the impact, and (c) resume performance as soon as reasonably practicable. If a Force

Majeure Event materially prevents performance for more than thirty (30) consecutive days, either party may terminate this Agreement upon written Notice. The parties will cooperate in good faith to implement reasonable alternative performance (including virtual delivery where permitted by law and District direction) and equitable adjustments to timelines.

21. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement without consent to a successor in connection with a merger, consolidation, or sale of substantially all assets, provided that the assignee assumes all obligations in writing and the assigning party provides prompt Notice. Any attempted assignment in violation of this Section is void.

22. Public Records. The parties acknowledge District may be subject to public records laws. If District receives a request for records that may include CISTN Confidential Information, District will (to the extent permitted by law) provide CISTN prompt Notice and a reasonable opportunity to seek protective treatment. District will cooperate reasonably with CISTN's efforts, but District will make the final determination regarding disclosure as required by law.

23. Subcontracting. CISTN may not subcontract or delegate performance of Services that involve access to students, Education Records, or District systems without District's prior written approval. CISTN remains fully responsible for the acts and omissions of any approved subcontractor and will ensure subcontractors are bound by written obligations at least as protective as this Agreement (including background checks, confidentiality, FERPA/IDEA compliance, and data security).

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

25. Non-Discrimination. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.

26. Survival. Sections relating to confidentiality, data privacy/security, indemnification, limitation of liability, governing law/venue, dispute resolution, and any payment obligations accrued prior to termination will survive expiration or termination.

27. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one

instrument. Signatures delivered electronically (including PDF or e-signature platform) are effective as originals.

28. **Amendments.** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

CISTN

Murfreesboro City Schools

Signature

Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney