

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 12, 2021

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

TUSD board meetings are held in person. Masks are required.

To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)

TIME: 6:15 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Finding of Facts: 21/22#10, 21/22#11, 21/22#12, 21/22#14
3.2.2 Reinstatements: AR#20-21/#04
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___

3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___
3.3.2 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |
| 6. | Closed Session Issues:
6a Action Taken on Finding of Facts: 21/22#10, 21/22#11, 21/22#12, 21/22#14
3.2.1 | |

Action: Motion ____; Second _____. **Vote:** Yes ____; No ____; Absent ____; Abstain ____
6b Report Out of Action Taken on Reinstatements: AR#20-21/#04
3.2.2

Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____

7. Approve Regular Minutes of September 28, 2021 **1-6**

Action: Motion ____; Second _____. **Vote:** Yes ____; No ____; Absent ____; Abstain ____

8. Student Representative Reports: Tracy High FFA Speakers: Hayden Andrade and Danielle Francis; West High FFA Speakers: Rylee Towle and Michelle Hernandez

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Monte Vista Middle School Presentation

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion ____; Second _____. **Vote:** Yes ____; No ____; Absent ____; Abstain ____.

Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.

13.1 Administrative & Business Services:

13.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **7-8**

13.2 Educational Services:

13.2.1 Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Creative Alternatives **9**

13.2.2 Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Educational Professionals of Central California **10**

- | | | |
|--|--|-------------------------------|
| 13.2.3 | Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Point Quest Education | 11 |
| 13.2.4 | Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Sierra Vista | 12 |
| 13.3 Human Resources: | | |
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 13-15 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 16-19 |
| 13.3.3 | Approve a Declaration for a Provisional Internship Permit | 20-21 |
| 13.3.4 | Approve Student Teacher Fieldwork Agreement with Mills College | 22-32 |
| 14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. | | |
| 14.1 Administrative & Business Services: | | |
| 14.1.1 | Adopt Resolution No. 21-04 to Excuse Meeting Absence of Board Member | 33-34 |
| Action: | Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | |
| 14.1.2 | Approve Agreements for Employee and Student COVID-19 Testing Services | 35-67 |
| Action: | Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | |
| 15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district. | | |
| 16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities. | | |
| 17. Board Meeting Calendar: | | |
| 17.1 | October 26, 2021 | |
| 17.2 | November 9, 2021 | |
| 17.3 | December 14, 2021 | |
| 18. Upcoming Events: | | |
| 18.1 | October 25, 2021 | No School, P/T Conferences |
| 18.2 | November 11-12, 2021 | No School, Veterans' Day |
| 18.3 | November 22-26, 2021 | No School, Thanksgiving Break |
| 18.4 | December 20-31, 2021 | No School, Winter Break |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 28, 2021**

- 6:15 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, S. Kaur, L. Souza
Absent: Z. Hoffert
Staff: B. Stephens, T. Jalique, J. Stocking, B. Etcheverry
Absent: R. Pecot
- 7:00 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Finding of Facts: 21/22#05, 21/22#06, 21/22#07, 21/22#08, 21/22#09
3.2.1
Action: Abercrombie, Alexander. **Vote:** Yes-6; No-0; Absent-1(Hoffert)
6b Report Out of Action Taken on Early Graduation: TISCS#10311956
3.2.2
Action: Approved. **Vote:** Yes-4; No-0; Absent-3(Hoffert, Blanco and Kaur)
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence
3.3.1 for Classified Employee #UCL-405, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-5; No-0; Absent-1(Hoffert, Kaur)
- Minutes:** 7. **Approve Regular Minutes of September 14, 2021**
Action: Abercrombie, Souza.
Vote: Yes-5; No-0; Abstain-1(Blanco); Absent-1(Hoffert)
- Audience:** D. Hill, M. Stagnaro, D. Coker, K. Smith, Z. Boswell, E. Quintana, C. Munger, M. Petty, T. Stutz, K. Jones, D. Schneider
- Student Rep Reports:** 8. **Tracy High:** Iliana Cashen reported that in August they held their annual club rush week filled with music and everyone felt welcome. Students enjoyed seeing what clubs were offered. It was nice to see everyone getting involved. In September, the Dog Pound supported the varsity volleyball team. Students were decked out in green and black and took the win over Lincoln High School. On Sept. 15th they held the first voting for the top 20 for the Royal Court for the upper classmen and prince and princess for the lower classmen. The top 5 was announced at the senior tailgate last Friday. The Homecoming theme is California dreaming and will take place Oct. 4-8. Flower parties started last Monday and she is excited to see what each class has prepared.
- West High:** Lilly Banchemo and Kaitlyn Durant reported that senior sunrise was a huge success. Many seniors participated and setup for the tailgate started at 6:00 a.m. Student started organizing flower parties. The Homecoming theme was board games with each class getting a game. The seniors won the float competition. Blue

crew prepared for the first game against Mountain House and they won! It has been 2 years since they had a win and they are very proud of their team. The Homecoming powder puff game was great fun and the seniors won. Next, was the night rally in the stadium. It looked like a life size version of a board game and everyone enjoyed the club performances. Friday was very busy get to school early. There was a lot going on including finishing up floats, participating in parade, tear down floats, set up for Homecoming game, cheer, work half time and then meet in the quad for the dance. Dance attendance broke wolf pack records with over 700 students showing up. Students showed a power point of pictures while talking.

Kimball High: Omed Akbari reported on academics. There will be financial aid meetings this Thursday on zoom and you can participate on campus at the career center. There will also be a senior information night tomorrow regarding the graduation ceremony, requirements, college information and participation eligibility, senior trip, prom beach day and the senior tailgate. This will be held in the library at 6:00 p.m. Counselors presented to each grade level. They discussed various topics of student interest. The main event was Homecoming last week. The theme was Disney movies. Students organized a rally, carnival, dance and student section for the game on Friday which they won. There were various dress up days. The rally was held on Tuesday and was filled with club performances. The attendance was very high. The carnival, football game and dance were held on Friday. The carnival was a huge success raising over \$7,000 which is \$2,000 more than last year. Many clubs attended including parents and siblings of student body. This is an event that they want to continue. The Medical Academy MHSAs students are gearing up for the Homecoming carnival booth. The first club meetings will encourage students to find summer internships. They will also have a career speaker. In athletics, last Friday was a huge game against Oakdale and Kimball won 63-56. It was a highly competitive game.

Alternative Ed Campus: Andrea Navarro is a senior at Stein High and reported that the Tracy Young Adult Program (TYAP) started the workability program, where students are paid to gain work experience and have a job coach. They organize the Halloween decorating contest. Duncan Russell Community Day School has implemented a school based early intervention program and has successfully transferred 6 students to Stein High School. Stein students had a reenactment of what it was like in the trenches during war. Students received donuts for good attendance. End of first quarter academic grade award assembly will be held on Oct. 28th.

Recognition & Presentations:

9.1 Bohn Elementary School Presentation

Principal, Dr. Michael Stagnaro, presented a power point and thanked teachers for being here and those tuning in virtually. All staff, teachers, office staff, support and custodial have demonstrated resiliency. They are there every day to give their best to students and lift-up colleagues when needed. Bohn is small, but mighty with a total of 370 students. He has enjoyed this job. The student body includes 3 SDC classes who are accepted by the general ed students and are mainstreamed appropriately. They are a Title 1 school with 1/3 of them being English learners. Everyone wants a school where all staff knows your student like at Bohn. They instill character traits to students. They honored over 30 students at the assembly

who practice self-discipline in class and on the playground. This year, they wanted to build relationships with students in order to provide a rigorous and relevant lesson, utilizing Second Step 2nd as a lesson and throughout the day. The DARE program teaches responsibility and how to be a stand-up person. This week they have professional assistance with mental health, helping students with anxiety and trauma. Kids are experiencing adult situations and don't understand why they are feeling the way they do. We attempt to reach the whole child and are building culture one day at a time. Due to the pandemic, the 5th graders have not attended a full year of school since 2nd grade. Students learn standards, how to treat each other and to learn from mistakes. To summarize this year, it is like a bank of stadium lights, you know the potential and capacity. When you first turn them on, they start slow and get brighter until they reach their full capacity. They have not yet reached that place but are up and running. He's hoping that soon parents can volunteer and participate with us. If you have not visited Bohn, he asked the board to come and visit.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point on the latest COVID information. He is honored to work with these schools, and everyone is working very hard to stay compliant and still doing awesome things for kids. He showed the San Joaquin County COVID numbers over the last 7 days with 28 cases per 100,000 and also for California which has 17.3 cases per 100,000. Testing started today for our staff who are unvaccinated. We want to make sure that everyone who wants to work can and that the burden on staff is as low as possible. Today was the first big round with do staff and subs. Tomorrow, the testing will start at school sites. This is also for staff who would like to take a test. It is about a 30 second test and we get results in about 36 hours or sooner. At the last board meeting we have about 1698 responses to the vaccination verification. Everyone is working to gather this information. We are still working on verifying subs and coaches. We know there will be some bumps that we will need to work out. He also reminder about the COVID hotline is available from 8:00 am to 4:00 pm That number is 209-832-6785 which goes straight to the nurses.

10.2.2 Receive Report on TUSD's Mental Health Services

Director of Student Services, Dr. Mary Petty, introduced the Coordinator of Prevention Services, Dr. Deidre Hill-Valdivia, who presented a power point on our mental health services. She reviewed the mental health services available to students, referral process and tiered level supports. She also reviewed case standards. The referral process was explained step-by-step. A list of services is posted on all websites. She also reviewed the tiered level supports. The LCAP provides for services 5 days a week at all school sites. Providers keep a

monthly service log and submit per site with invoices and the Prevention Services Department verifies with school site admin before they are approved and paid. She reviewed what each site offers and reviewed the number of referrals at each site.

Hearing of Delegations

11. Kim Jacobs attended school in TUSD in 1971, and later became a teacher here. She has several things that she wanted to make board aware of. The 4th and 5th grade report cards are being changed switching from letter grades to a rubric model. She said that teachers are being told there will be a training, but she doesn't believe it's the same thing. She thinks it's a con game and that we are lying to parents. She stated that the board also approved the Fastbridge program. She asked the district several questions about the program. Apparently, it was tested by a group of white students who were English speakers. She said they do not represent our students and doesn't think it was an appropriate test. She feels it takes a lot of time and teachers are having to set up computers, etc. She feels that teachers already know which students need intervention and that there are better choices. DNA Illuminate is another branch of this and thinks that the questions went down and that we are asking less of our kids. The SDC classes are overwhelmed. She teachers at Kelly. She also wanted to know why the case manager had 28 kids and now is up to 54.

Kim Smith teaches at Bohn and is a site rep for TEA. She is advocating for an increase to the class coverage compensation rate. There is sub shortage and many unfilled positions. She applauds the board for the temporary increase to the sub rate. Many teachers at elementary level are being asked to take students on per contract language, some are a different grade level. Teachers are having to come up with lesson plans for these students on top of their current grade that they teach. She reviewed compensation amounts of elementary teachers and stated that a sub, with the new rate increase, would make more. She asked that the board consider that fully credentialed teachers be compensated equitably.

Chris Munger is the TEA President. He visits school sites during lunch and has heard concerns, one of which is lack of communication. Last year, the district adopted Fastbridge without consulting TEA. Now teachers are being told to abandon Wonders in favor of Fastbridge and feels this came too late and teachers had already assessed their students. He also feels that there was no communication or planning for the 4-5 report card change. Last March the board was shown a plan based on standards rather than letter grades. The presentation also included a creation of a set of rubrics. There were to be bimonthly check in's, which is also a step in right direction. Between the time the board was shown the new policy and now, he feels that very little has been done to plan for this massive shift. Teachers were told to leave off letter grades, which he believes that teachers do not know how to do. He feels that teachers have been left to figure things out on their own. Some have come up with their own approach and others are confused. He commented that there is no consistency due to lack of planning. He has also been told of the concern of inaccessibility of training sessions. KIBO training was offered after school hours and on Saturday. These were very beneficial to those that attended, however many missed out because they live busy lives. This is not equitable or right. He understands that the lack of subs is a great challenge. He feels the ERMS are for this purpose. He urged the board to consider

clear communication when there is a new program or change and a presentation should be accompanied with a clear timeline on training. He feels that the District must do better because teachers are confused and students will be confused too.

- Public Hearing:**
- 12.1 Administrative & Business Services:** None.
- 12.2 Educational Services:**
- 12.2.1** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District
- Hearing was opened at 8:09 p.m.
No comments were made.
Hearing was closed at 8:10 p.m.
- Consent Items:**
- 13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
- Action:** On all items except those voted on separately below.
Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Hoffert)
- Action:** Item 13.1.1 Abercrombie, Souza.
Vote: Yes-6; No-0; Absent-1(Hoffert)
- Action:** Item 13.2.1 Abercrombie, Erskine.
Vote: Yes-6; No-0; Absent-1(Hoffert)
- 13.1 Administrative & Business Services:**
- 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.2** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year
- 13.2 Educational Services:**
- 13.2.1** Approve Agreement for Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at South/West Park Elementary for the 2021-2022 School Year
- 13.2.2** Approve Overnight Travel for FFA Advisors and Students to Attend the National FFA Convention in Indianapolis, October 26-31, 2021
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- Action Items:**
- 14.1 Administrative & Business Services:** None.
- 14.2 Educational Services:**
- 14.2.1** Adopt Revisions for Written Master Agreement for the Tracy Unified School District Independent Study Program for 2021-2022
- Action:** Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Hoffert)

14.2.2 Adopt Resolution #21-03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Hoffert)

14.3 Human Resources:

14.3.1 Approve Revised Job Description and Salary for Director of Curriculum and Accountability/ Principal Tracy Independent Study Charter School

Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Hoffert)

Board Reports:

Trustee Souza was happy to hear the high school board reports in person and thanked Dr. Stagnaro for the report on Bohn School. She attended West High Homecoming Parade and the Kimball High Homecoming Carnival, and both were a huge success. The floats were great, and so many kids were enjoying the events. Trustee Erskine thanked students and Bohn Elementary for their reports. Great job to educational services for the revision of independent study. She supports rationale for mental health services and agrees with explanation in the last Friday memo. Mental health is an important topic. She will not incur or support an approach that punishes or penalizes students who are traumatized from the experience of COVID 19. She will support a restorative justice approach as a first step to rectifying behavior based on harm to self or others. Expulsions should not be a solution to mental health problems. She is glad the District is compliant with CDPH and adhere to their guidelines. Trustee Alexander thanked everyone for being at the meeting tonight. He wants to review discipline policies because he thinks they are too harsh and does not fit every case. Since he has been on the board, he has not been invited to a PTA meeting to see what the issues are at each school. Trustee Blanco thanked the high school students for their reports. Bohn school was one of her precincts during the election and was impressed by the clean facility. She shares her concern about testing and understands it is impacted by environment . She is sorry to hear that teachers are asked to be doing so much. She hopes that the stress level reduces and that seeing the positive impact on our students is a saving grace and thanked them for their commitment to the community and future. Trustee Abercrombie reported that on Saturday, Oct. 9, the DARE students and other community members will be cleaning various parts of Tracy. They will meet at the Transit Station at 9:00 a.m. Trustee Kaur thanked all who came out and for the presentations.

Superintendent Report:

Dr. Stephens thanked Bohn Elementary for their great presentation. He complimented Dr. Stagnaro for stepping up at last moment and was happy to take over the position. We appreciate his passion and are lucky to have him at Bohn. He attended the quarterly induction meeting for new teachers and mentors. It was a great feeling to see new teachers wanting to get into the profession.

Adjourn: 8:30

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: October 1, 2021
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Jacobson Elementary School:

1. Tracy Unified School District/Jacobson Elementary School: From Rhoda and Phillip Anderson of Anderson Services and Insurance Solutions for the amount of \$500.00 (ck. #1298). This donation will benefit the staff and students of Jacobson School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Jacqueline Erceg for the amount of \$3,500.00 (ck. #9901). This donation is a contribution to the Mike Erceg Scholarship for the 2021-2022 school year.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials

Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District.

Prepared by: Dr. Rob Pecot, Associate Superintendent for Business Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 28, 2021
SUBJECT: **Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Creative Alternatives**

BACKGROUND: The contract with Creative Alternatives was board approved on June 22, 2021. The District's Special Education administration would like to increase the contract funding due to additional students requiring services with Creative Alternatives as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual students' needs as indicated in students' IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The original board agenda was approved for \$250,000.00. Increased funding of \$375,000 is requested to cover the cost of current student services as well as potential services for the addition of new students. Expenses for the 2021-2022 regular school year and related services will not exceed \$525,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Creative Alternatives.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 28, 2021
SUBJECT: **Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Educational Professionals of Central California**

BACKGROUND: The contract with Educational Professionals of Central California was board approved on August 24, 2021. The District's Special Education administration would like to increase the contract funding due to additional students requiring services with Educational Professionals of Central California as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual students' needs as indicated in students' IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Increased funding of \$17,200 is requested to cover additional student services. Expenses for the 2021-2022 regular school year and related services will not exceed \$26,200.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Educational Professionals of Central California.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 28, 2021
SUBJECT: **Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Point Quest Education**

BACKGROUND: The contract with Point Quest Education was board approved on June 22, 2021. The District's Special Education administration would like to increase the contract funding due to additional students requiring services with Point Quest Education as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual students' needs as indicated in students' IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers: and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The original board agenda was approved for \$300,000.00. Increased funding of \$225,000 is requested to cover the cost of services for additional students being placed at Point Quest Education. Expenses for the 2021-2022 regular school year and related services will not exceed \$525,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Point Quest Education.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 28, 2021
SUBJECT: Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Sierra Vista

BACKGROUND: The contract with Sierra Vista was board approved on June 22, 2021. The District's Special Education administration would like to increase the contract funding due to additional students requiring services with Sierra Vista as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual students' needs as indicated in students' IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The original board agenda was approved for \$250,000.00. Increased funding of \$375,000 is requested to cover the cost of current student services as well as potential services for the addition of new students. Expenses for the 2021-2022 regular school year and related services will not exceed \$525,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Funding Increase to Existing Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Sierra Vista.

Prepared by: Sean Brown, Director of Special Education.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 29, 2021
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	---------------------------	---------------

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cicero, Bryan RSP Teacher	WHS	05/27/2022	Personal
Nott, Jacquelyn TOSA	Prof. Learn.	09/28/2021	Personal
Sandoval, Nico Social Science	WHS	10/05/2021	Accepted AP Position

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	---------------------------	---------------

BACKGROUND:**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATE**BACKGROUND:****CLASSIFIED RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATEREASONGriffith, Nina
Driver/Trainer/Dispatcher

Transportation

04/08/2022

Retirement

Ledesma, Ignacio
Custodian I

MOT

10/1/21

Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**NAME/TITLESITEEFFECTIVE
DATEREASONBenavidez, Janice
IEP Para Educator I

Kimball

9/27/21

Accepted a Para
Educator I positionMedina, Vivian
School Supervision Assistant

SWP

10/11/21

Accepted a Bilingual
Para Educator I
positionMendez, Gretta
Special Ed Para Educator I

McKinley

9/29/21

Accepted a Special
Ed Para Educator
position w/more hoursMontalvo, Michelle
School Supervision Assistant

Monte Vista

9/20/21

Accepted an SSA
position w/more hoursSalazar, Tina
Food Service Worker

Freiler

10/1/21

Personal

Salud, Robert
Irrigation Specialist/Bus Driver/
Custodian

MOT

10/18/21

Accepted a Utility
Person III positionTuazon, Lara
K-8 Library Technician

North

10/8/21

Personal

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 29, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Martino, Kelly

Odisho, David

Sandoval, Nico

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Freiler/ Central Elementary
Teacher Librarian
“B”, Class VI, Step 19
\$73,532.01
Fund: General

Freiler/Kelly School
School Counselor (New)
LMP, 4, “A”
\$63,501.78
Fund: ESSER

West High School
Assistant Principal (Replacement)
LME, 54, E
\$86,654.26
Fund: General

BACKGROUND:

Amer, Aneela

CERTIFICATED

George Kelly Elementary
7th Grade Core Teacher (Replacement)
“B”, Class VI, Step 1
\$49,196.29

Littorno, Jeffrey

Kimball High School
English Teacher (Replacement)
"B," V, Step 1
\$48,208.15
Fund: General

BACKGROUND:

CLASSIFIED

Andrade, Mayra

ISSET Technician I (New)
ISSET
8 hours per day
Range 53, Step E - \$36.99
Funding: ESSER II

Arroyo-Chavez, Sarah

Para Educator I (New)
West High
8 hours per day
Range 24, Step A - \$15.56
Funding: ELO Grant

Benavidez, Janice

Para Educator I (New)
Kimball High
8 hours per day
Range 24, Step E - \$18.72
Funding: ELO Grant

Brink, William

ISSET Technician I (New)
ISSET
8 hours per day
Range 53, Step A - \$30.62
Funding: ESSER II

Diaz, Indelisa

Food Service Worker (Replacement)
Villalovoz
2 hours per day
Range 22, Step A - \$14.85
Funding: Child Nutrition – School
Program

Durant, Tyler

Utility Person III (Replacement)
MOT
8 hours per day
Range: 38, Step A - \$21.53
Funding: General Fund, Special Ed
Transportation

Gonzalez, Jaime

Utility Person III (Replacement)
MOT
8 hours per day
Range 38, Step C - \$23.67
Funding: Home to school transportation,
General Fund Unrestricted, Ongoing and
Major Maintenance

Lomeli, Sandra	Translator/Clerk Typist (New) Monte Vista 8 hours per day Range 28, Step B - \$17.87 Funding: SPED – IDEA BAS GRNT ENTL
Medina, Vivian	Bilingual Para Educator I (New) South West Park Preschool 3.5 hours per day Range 24, Step C - \$17.07 Funding: Child Care & Dev-Gain MRKT SRVY
Mendez, Gretta	Special Ed Para Educator I (New) McKinley 6 hours per day Range 24, Step C - \$17.07 Funding: Special Education
Montalvo, Michelle	School Supervision Assistant (Replacement) Monte Vista 3 hours per day Range 21, Step D - \$16.70 Funding: General Fund
Naiker, Melina	School Supervision Assistant ((Replacement) George Kelly 1 hour per day Range 21, Step A \$14.53 Funding: General Fund
Salud, Robert	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step E - \$26.00 Funding: General Fund, Special Ed Transportation
Sanchez, Itzel	Bilingual Para Educator I (Replacement) South West Park 3 hours per day Range 24, Step B - \$16.28 Funding: Targeted EL
Singca, Joan	IEP Para Educator I (New) Kimball High 7 hours per day Range 24, Step C - \$17.07 Funding: Special Education

Smith, Jayla

School Supervision Assistant (Replacement)
Freiler
2 hours per day
Range 21, Step A - \$14.53
Funding: General Fund

BACKGROUND:

COACHES

Burroughs, Rachel

Basketball- Frosh Girls
Tracy High
Stipend: \$4239.07

Wall, Jacob

Soccer- Soph Girls'
Kimball High
Stipend: \$4239.07

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 30, 2021
RE: Approve a Declaration for a Provisional Internship Permit

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employee the following teachers under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible to enroll in an Internship program

Augusta Nagel; Multiple Subject; Williams Middle School
Marissa Rawson; Education Specialist; Monte Vista Middle School
Jeffery Garrido; Single Subject Music; South/West Park School

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 6, 2021
RE: Approve Student Teacher Fieldwork Agreement with Mills College

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Mills College and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective October 13, 2021 through June 30, 2022.

RATIONALE: Students working on their field experience will be placed with fully credentialed teachers within our District will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential

FUNDING: None.

RECOMMENDATION: Approve Student Teacher Fieldwork Agreement with Mills College

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

MILLS COLLEGE

PRACTICE TEACHING AGREEMENT

AGREEMENT

THIS AGREEMENT entered in this day 10/13/2021 by and between Mills College, hereinafter called the COLLEGE, and the Tracy Unified School District, hereinafter called the DISTRICT:

WITNESSETH

WHEREAS the County Superintendent of Schools is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money, services or other valuable consideration for the services rendered by the DISTRICT of an amount not to exceed the actual cost to the School District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that payment to be made to the DISTRICT under this agreement do not exceed the actual cost to the DISTRICT for the services that are rendered;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I.

I. Responsibilities of the District

1. The DISTRICT has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the DISTRICT will provide students and faculty with access to appropriate resources for student education including: a) access to students at DISTRICT facilities in an appropriately supervised environment; b) student security badges if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access if applicable.

2. The DISTRICT will retain full authority and responsibility for quality standards, in accordance with generally accepted standards conducive to satisfactory instruction. While in DISTRICT's facilities, students will have the status of trainees; are not to replace DISTRICT staff; and, are not to render unsupervised instruction and/or services. All services rendered by students must have educational value and meet the goals of the education program. DISTRICT

and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The DISTRICT staff will, upon request, assist the COLLEGE in the assessment of the learning and performance of participating students by completing assessment forms provided by the COLLEGE and returned to the COLLEGE in a timely fashion.

4. The DISTRICT will provide for the orientation of COLLEGE's participating students as to the DISTRICT'S rules, regulations, policies, and procedures.

5. The DISTRICT agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at the DISTRICT, the DISTRICT, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by appropriate medical facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary.

In the event that DISTRICT does not have the resources to provide such emergency care, DISTRICT will refer such student to the nearest emergency facility.

6. To the extent the DISTRICT generates or maintains educational records related to the participating student, the DISTRICT agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the COLLEGE and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, COLLEGE hereby designates DISTRICT as a College official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the COLLEGE's records is required by DISTRICT to carry out the Program.

7. Upon request, the DISTRICT will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The DISTRICT will provide written notification to the COLLEGE promptly if a claim arises involving a student. The DISTRICT and COLLEGE agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state laws.

9. The DISTRICT will resolve any situation in favor of its student's welfare and restrict a

student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The DISTRICT will notify the COLLEGE'S course director if such an action is required.

10. The DISTRICT shall identify a site coordinator from among its staff who will communicate and cooperate with the COLLEGE's designated director to ensure faculty and student access to appropriate resources for the training experience.

11. The DISTRICT shall provide teaching experience through practice teaching in DISTRICT and classes of the DISTRICT not to exceed 16 semester units per student of practice teaching. Such practice teaching shall be provided in such Colleges or classes of the DISTRICT and under the direct supervision and instruction of such employees of the DISTRICT, as the DISTRICT and the College, through their duly authorized representatives may agree upon.

12. The DISTRICT may, upon reasonable notice, refuse to accept for practice teaching any student of the College assigned to practice teaching in the DISTRICT, and upon request of the DISTRICT, the COLLEGE shall terminate the assignment of any student of the COLLEGE to practice teaching at the DISTRICT.

II. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality instruction. At the request of either party, a meeting or conference will promptly be held between COLLEGE and DISTRICT representatives to resolve any problems or develop any improvements in the operation of the training program.

3. The COLLEGE will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the COLLEGE facilities. The DISTRICT will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the DISTRICT facilities.

4. The COLLEGE and the DISTRICT will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The COLLEGE, including its faculty, staff, medical students, and residents, and DISTRICT share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. DISTRICT shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the COLLEGE. COLLEGE agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. DISTRICT may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the DISTRICT. The DISTRICT will immediately notify the appropriate office of the COLLEGE if such an action is required and the reasons for such action. The COLLEGE may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The COLLEGE will notify the DISTRICT if such action is required.

III. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of teachers of the DISTRICT holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

IV. The number of semester units of practice teaching to be provided for each student of the COLLEGE assigned to practice teaching under this agreement shall be determined by the COLLEGE.

V. An assignment of a student of the COLLEGE to practice teaching in schools or classes of the DISTRICT shall be at the discretion of the COLLEGE, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the COLLEGE for practice teaching in such schools or classes.

The assignment of a student of the COLLEGE for practice teaching in the DISTRICT shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the DISTRICT the assignment card or other document given them by the COLLEGE effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

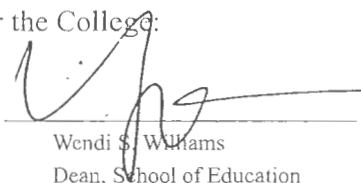
VII. The term of this agreement shall commence on 10/13/2021, and terminate on 06/30/2022.

VIII. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by mutual consent of the parties hereto.

Execution of this contract is hereby requested:

For the College:

By



Wendi S. Williams
Dean, School of Education
Mills College

For the District:

By

Signature

Print Name

Title

MILLS COLLEGE

ADDENDUM TO PRACTICE TEACHING AGREEMENT

1. Hold Harmless Agreement

The DISTRICT shall defend, indemnify and hold the COLLEGE, its trustees, officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

The COLLEGE shall defend, indemnify and hold the DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the COLLEGE, its officers, agents or employees.

2. COLLEGE will provide insurance documentation per Exhibit 1, including evidence of additional insured coverage as specified in Exhibit 1.

3. Employment Disclaimer/Agency/Assignment/Notices

The students participating in the program will not be considered employees or agents of the DISTRICT or COLLEGE for any purpose. Students will not be entitled to receive any compensation from DISTRICT or COLLEGE or any benefits of employment from DISTRICT or COLLEGE, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. DISTRICT will not be required to purchase any form of insurance for the benefit or protection of any student of the COLLEGE.

No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, to the persons and addresses designated below for each party:

For the College:

By _____

Wendi S. Williams
Dean, School of Education
Mills College

For the District:

By _____
Signature

Print Name

Title

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The COLLEGE holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of teacher education the term “teacher” is used broadly to include peers, full-time and volunteer faculty members, support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of teaching and also to instill the values and attitudes required for preserving the profession’s social contract with its students.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of teaching. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information

- Provide explicit learning and behavioral expectations early in a course or practicum
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and
 - timely evaluations at the end of a course or practicum
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid
 - overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the teaching profession
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with students in educational settings
- Recognize the duty to place student welfare above their own
- Recognize and respect student's rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

- Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision.
- Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance

and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

For the College:

By _____
Wendi S. Williams
Dean, School of Education
Mills College

For the District:

By _____
Signature

Print Name

Title



Exhibit 1
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.

- a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
- b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
- c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
- d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).

- e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
- a. List the “Additional Insured” as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian R. Stephens, Superintendent
DATE: October 1, 2021
SUBJECT: Adopt Resolution No. 21-04 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Ana Blanco was absent for the regular meeting of August 24, 2021. The Board of Education finds that Ana Blanco's absence from the meeting of August 24, 2021, was due to a hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 21-04 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Brian R. Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-04
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board “...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;”

WHEREAS, Board of Education member Ana Blanco was absent for the regular meeting held August 24, 2021, due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Ana Blanco’s absence from the regular meeting of August 24, 2021, was due to a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Ms. Blanco shall be paid for her absence from the regular meeting of August 24, 2021, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of October 12, 2021.

Resolved this 12th day of October, 2021, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

I certify that the foregoing resolution was adopted by the Board of Education of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: October 4, 2021
SUBJECT: **Approve Agreements for Employee and Student COVID-19 Testing Services**

BACKGROUND: The California Department of Public Health issued a mandated on August 11, 2021, requiring that school districts provide proof of weekly COVID-19 testing of all staff members unable to show proof that they are fully vaccinated.

RATIONALE: Tracy Unified has vetted two companies that provide COVID-19 testing to keep our employees working for the duration of the Public Health mandate. Medical Network Solutions, doing business as Crush the Curve, provides self-administered COVID-19 testing and reporting, at a designated cost of \$40 per test to the district. Heal 360 provides healthcare workers to administer COVID-19 tests to staff and students at no cost to the district (tests are billed to insurance and/or CARES Act).

FUNDING: Self-administered tests from Crush the Curve will cost \$40 per test submitted to the lab. Tests administered by Heal 360 will not have a financial impact on Tracy Unified School District.

RECOMMENDATION: Approve Agreements for Employee and Student COVID-19 Testing Services.

Prepared by: Dr. Rob Pecot, Assoc Supt of Business Services.

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement"), entered into as of this ___ day of September, 2021 (the "Execution Date"), shall be effective as of September __, 2021 (the "Effective Date"), by and between Tracy Unified School District, a California professional limited liability company ("Company"), and _____Heal 360,___ ___, a California limited liability company ("Manager").

RECITALS:

A. Company engages Manager licensed in California under its COVID 19 testing division (the "Testing Division") and Manager furnishes such services to students/staff/community of Company (the "Testing Services").

B. To enable Company to market and expand its Testing Services in the future, while also continuing to furnish its Testing Services in accordance with the status quo, Company has elected to engage Manager to provide Company with access and use of the Testing Infrastructure, together with a broad spectrum of management and administrative services relating to Testing Services and the clinical and test collection aspects of Testing Services (the "Management/Administrative/clinical Services" which, together with the Testing Infrastructure, shall be referred to herein as the "Infrastructure and Management/Administrative Services," as defined with greater particularity below) in connection with the conduct by Company of Testing Services.

C. Manager agrees to provide Company with such Infrastructure and Management/Administrative Services in accordance with the terms hereof.

D. The parties have elected to enter into this Agreement to memorialize their respective obligations with respect to Manager's provision of Infrastructure and Management/Administrative Services to Company, in addition to any other understandings as provided for herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

I. Infrastructure and Management/Administrative Services by Manager.

(a) Pursuant to the arrangement memorialized in this Agreement, the following foundational principles shall continue to apply, as set forth with greater particularity herein.

(i) Company, at all times, shall retain full authority and control with respect to the Testing Services, except to the extent that any clinical/non-clinical/non-professional/test collection responsibilities are delegated to Manager pursuant to this Agreement. Notwithstanding the foregoing, Company shall require that it comply with all applicable state and federal requirements, including, without limitation, those under (i) applicable state healthcare and professional laws and regulations and (ii) federal fraud and abuse and "Stark" regulations.

(ii) Manager owns or otherwise controls the Testing Infrastructure in accordance with historical practice and, thus, Company's rights to occupancy or use of any elements of such Testing Infrastructure, on a going-forward basis, shall arise and be granted solely by operation of this Agreement and, upon expiration or termination of this Agreement, Company no longer shall have access or usage rights to any Testing Infrastructure.

TESTING INFRASTRUCTURE: The Testing Infrastructure comprises the Equipment, the Personnel, Supplies, the Leased Premises, and the Miscellaneous Expenses, as discussed in Sections 1(b)-(e) below (the expenses for which, for purposes of this Agreement, shall constitute "Reasonable Operating Expenses," defined below):

(b) **Equipment.** In the event that Company requires any equipment in connection with the Testing Services, Manager shall lease to Company, on an exclusive basis, such furniture, fixtures, and equipment necessary (as are described on **Schedule A** annexed hereto) for Company to provide Testing Services (the "**Equipment**"). The lease of the Equipment by Manager to Company hereunder shall be governed by, and subject to, the terms, covenants and conditions annexed hereto as **Exhibit A(1)** (the "**Generally Applicable Equipment Lease Terms**"). Further, for avoidance of any uncertainty, Company's rights in and to the Equipment, if any, are limited to those granted herein and, in addition to being subject to the Generally Applicable Equipment Lease Terms, any and all such rights shall cease in their entirety upon the expiration or termination of this Agreement.

(c) **Personnel.** Manager shall provide, for the benefit of Company and its clients and patients, all reasonably necessary professional and non-professional support personnel including, but not limited to, administrative personnel and/or other personnel as necessary, as reasonably determined by Manager in collaboration with Company (the "**Personnel**"), a list of whom, as of the Effective Date, are identified on **Schedule B** annexed hereto. While Manager shall be responsible for all salaries, fringe benefits, required withholdings, taxes and insurance necessary with respect to such individuals, in addition to any other human resources function necessary for such Personnel, such Personnel shall be leased to Company pursuant to separate instrument(s) (the "**Personnel Lease**"), which Personnel shall then be made available to Company for purposes of assisting with the Testing Services hereunder. Company acknowledges and agrees that Manager shall continue to have exclusive control and supervision over the Physician and Testing division Personnel. It is understood that Manager shall continue to supervise all professional licensed personnel (i.e., the PC Physicians) in accordance with the requirements of applicable law.

(d) **Supplies.** Manager shall provide Company with COVID-19 testing kits and such other office and testing supplies (collectively, the "**Supplies**") as are necessary for the provision of Testing Services, as reasonably determined by Company upon consultation with Manager.

(e) **Miscellaneous Expenses.** Any additional, reasonable expenses incurred by Manager on Company's behalf that arise following the Effective Date shall be deemed to constitute Reasonable Operating Expenses (collectively, the "**Miscellaneous Expenses**").

MANAGEMENT/ADMINISTRATIVE SERVICES. The Management/Administrative Services comprise those management and administrative services in connection with the Testing Services, as discussed in Sections 1(f)-(j) below:

(f) **General Administration.** Company shall engage Manager to serve as its exclusive provider of all professional, clinical, non-professional, non-clinical and business services required by Company for its conduct of the Testing Services (a general list of which services is set forth on **Schedule D**, annexed hereto), subject to matters expressly reserved for Company, and Manager shall have all necessary authority to perform such services and to conduct and administer the day-to-day administrative and non-professional operations of the Testing Services and shall carefully perform those functions pursuant to the terms of this Agreement and consistent with applicable laws, rules and regulations. The parties acknowledge and agree that Manager is

not responsible for furnishing any services to Company to assist with Company's other divisions (i.e., other than the Testing Division). Company agrees that Manager's PC Physicians, and only Manager's PC Physicians, shall perform the professional testing functions of the Testing Services, consistent with common practice and applicable law. Company will have no authority, directly or indirectly, to perform or supervise, and will not perform or supervise, any professional testing function or clinical decision-making. The parties agree to reasonably cooperate in good faith and to provide reasonable information and assistance to each other to enable the Manager to perform its duties and to render the Testing Services.

(g) Management Services. Manager shall: assist with recruitment of and training for all Personnel; oversee and manage the use, maintenance and adequacy of the Equipment; develop and manage the infrastructure necessary for Company to provide the Testing Services.

(h) Payroll Services. Manager shall administer payroll functions for the PC Physicians and the Personnel for services furnished under the Testing Division, it being acknowledged that PC Physicians and Personnel shall be employed/engaged directly via the Manager.

(i) Contracting Authority and Business Decision Making. Manager shall only have authority to cause Company to enter into contracts to further its Testing Division, in addition to having the authority for Testing Division-related decision-making as required from time to time, with Company's consent. The authority furnished to Manager hereunder shall be referred to herein as Manager's "**Contracting Authority and Business Decision-Making.**"

(j) Marketing Services. On behalf of the Testing Division, Manager shall furnish marketing and advertising services that are appropriate and permitted under applicable law to promote the use of Company's Testing Services. All marketing materials, including websites, programs, source codes, content, documentation, designs, files, databases, data compilations, technical data, domain names, tools, layouts, methods and processes, and any and all derivations, variations or embodiments of the foregoing, created for or on behalf of the Company (collectively, the "**Marketing Materials**") will be the exclusive property of, and be solely owned by, the Manager. Upon termination of this Agreement, Company will have no rights whatsoever in or to the Marketing Materials developed by the Manager.

2. Exclusive License. Subject to the terms and conditions contained herein, and during the Term (defined below), Manager hereby grants to Company an exclusive license to use the intellectual property developed by Manager (i.e., comprising unique expertise in the development and oversight of diagnostic testing service lines within physician practices) in the Testing Division (the "**License**") in the State of California.

3. The term of this Agreement (the "Term") shall commence as of the Effective Date hereof and shall continue in effect thereafter for the 2021-22 academic year (the "Initial Term"). Following the conclusion of the Initial Term, this Agreement may be renewed by mutual written consent for additional successive academic year (12) month terms (each, a "Renewal Term"), unless terminated only for "Good Cause," as hereinafter defined, by either party. "Good Cause" means a substantial breach of a primary obligation under this Agreement without a prompt cure or the institution of efforts to cure such breach not capable of immediate cure and the diligent prosecution of such effort to completion. In the event the CDC, Federal or State COVID testing and vaccination guidelines no longer require the level of services provided within this agreement, the agreement may be terminated with 90 calendar days written notice.

4. Billing and Payment.

(a) As compensation for the provision of Management/Administrative Services, Manager will bill applicable insurance/Cares Act Program to offer NO-Cost Testing solution to the Company.

5. Company's Representations and Obligations. Company hereby makes the following representations, warranties and covenants to Manager, each of which is material and is being relied upon by Manager, and each of which shall be true as of the date hereof and shall continue to be true during the term of this Agreement: (i) Manager and each PC Physician employed or engaged by Manager to provide Testing Services shall: (A) be duly licensed to practice furnish the medical services hereunder, and (B) maintain professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate; (ii) except as provided in this Agreement, Company shall have no interest in, rights to, or title to, the Equipment, Supplies, the Marketing Materials, or any other property provided by Manager hereunder. Subject to any occurrence or omission not resulting from the actual knowledge or reckless disregard by Company for which Company will not be held responsible, Company agrees not to take any action which would adversely affect or encumber Manager's title and/or interest in the Equipment, Supplies, Marketing Materials, or any other property provided by Manager hereunder; (iii) Manager shall continue to be, and shall remain fully responsible for, all Testing Services provided during the Term of this Agreement. In no event shall Company be deemed, in any manner, to be involved in the practice of medicine on behalf of Manager nor shall Company engage in the practice of Testing or take actions to interfere with the exercise of independent professional and/or clinical judgment by PC Physicians with respect to any matters within the province of medical judgment; (iv) this Agreement has been duly authorized, executed and delivered by Company and is binding upon it; (v) Company has the capacity and authority to fulfill the obligations required of it hereunder and, to the best of Company's knowledge and belief, nothing prohibits or restricts the right or ability of Company to carry out the terms hereof; (vi) neither Company nor any agreement, document or instrument executed or to be executed by Company in connection with this Agreement, or anything provided in or contemplated by this Agreement, does or will to the best of Company's knowledge and belief violate any applicable law, rule or regulation or breach, invalidate, cancel, make inoperative or interfere with, or result in acceleration of maturity of, any contract or agreement to which Company is bound which would affect Manager's rights hereunder; (vii) neither Manager, nor any of the PC Physicians or Personnel, has ever been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a 7(a) (i.e., any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), or excluded, debarred or suspended from participating in the Federal health care programs or in Federal procurement or non-procurement programs; (viii) Company has all necessary consents and approvals to enter into, and carry out the terms of, this Agreement; (ix) Manager, including PC Physicians and Personnel, shall, at all times during the Term, exercise best efforts to comply with all applicable laws, rules, and regulations governing Manager and/or the provision of Testing Services hereunder; and (x) Company acknowledges and agrees that it shall enable Manager to exercise its Contracting Authority and Business Decision-Making.

6. Manager's Representations. Manager hereby makes the following representations, warranties, and covenants to Company, each of which is material and is relied upon by Company, and each of which shall be true as of the date hereof and shall continue to be true during the Term of this Agreement: (i) this Agreement has been duly authorized, executed and delivered by Manager and is binding upon it; (ii) Manager is duly formed and organized under the laws of the State of California and authorized and qualified to do all things required of it under

this Agreement; (iii) Manager has the capacity and authority to fulfill the obligations required of it hereunder and, to the best of Manager's knowledge and belief, nothing prohibits or restricts the right or ability of Manager to carry out the terms hereof; (iv) neither Manager nor any agreement, document or instrument executed or to be executed in connection with this Agreement, or anything provided in or contemplated by this Agreement, does or will, to the best of Manager's knowledge and belief, violate any applicable law, rule or regulation or breach, invalidate, cancel, make inoperative or interfere with, or result in acceleration of maturity of, any contract or agreement to which Manager is bound which would affect Company's rights hereunder; (v) Company shall not, directly or indirectly, engage in the practice of medicine or Testing Services; (vi) neither Manager nor any of its members, managers or officers has ever been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) (i.e., any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), or excluded, debarred or suspended from participating in the Federal health care programs or in Federal procurement or non-procurement programs; (vii) Manager has all necessary consents and approvals to enter into and carry out the terms of this Agreement, including, without limitation, any such consents and approvals required under any equipment leases with third parties, if applicable; (viii) Manager, its employees, and contractors (if any) shall, at all times during the Term, exercise best efforts to comply with all applicable laws, rules, and regulations governing Manager and/or the provision of Infrastructure and Management/Administrative Services hereunder; and (ix) Manager has (or has access to) the financial resources to carry out all of its obligations under this Agreement in accordance with its terms.

7. Assignment. Neither party shall assign, mortgage or encumber this Agreement, or sublet or license the Equipment, Supplies, License, Marketing Materials, or any other property provided by Manager hereunder, or permit its use by others for any purpose without the other party's prior written consent, which consent may be withheld.

8. Relationship of the Parties.

(a) This Agreement is by and between Manager and Company and is not intended, and shall not be construed, to create an employment relationship, partnership or other such association as between the parties. Manager, throughout the Term, shall remain an independent contractor of Company.

(b) Neither Manager nor its employees or agents shall look to Company for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, disability or unemployment insurance benefits, or other employee benefits; nor shall Company or its employees (Personnel) or agents look to Manager for the same.

(c) In performing the Testing Services required hereunder, Manager and the PC Physicians, Medical Personal shall exercise independent professional judgment. Company shall not exercise any control over matters of Manager's involving the exercise of professional judgment. Manager shall be solely responsible for the quality of Testing Services furnished by Manager.

(d) In the event that a governmental agency, at any time, questions or challenges the independent contractor status of either party, the party who received notice of same shall promptly notify the other party and afford the other party the opportunity to participate in any discussion or negotiation with such governmental agency, irrespective of by whom such discussions or negotiations are initiated. The other party shall participate in any such discussions or negotiations to the extent permitted by the other governmental agency.

9. Mutual Confidentiality.

(a) The parties covenant and agree that all information which is of a confidential or proprietary nature, whether disclosed orally or in writing (and whether or not marked confidential) ("**Confidential Information**"), are confidential trade secrets and proprietary information of, and are of great value to, the respective parties. This confidential and proprietary information includes, without limitation, that concerning or relating to know-how, trade secrets, protocols, procedures, forms, marketing (including the Marketing Materials), lists, data, reports, information concerning the other's business, practice, costs, fees, agreements, financial arrangements, business plans, surveys, professional relationships and arrangements, and information concerning operations, strategy and financial condition (including books and records).

(b) The parties agree not to disclose to any third parties any Confidential Information of the other or its affiliate, without the other's express prior written consent in each instance. A party shall not have any obligation with respect to any information which is generally available to the public (through no fault of a party) or any Confidential Information that a party is legally obligated to disclose to a third party; provided that prior to making any such legally required disclosure, the party shall give prompt written notice to the other party, and to the extent the disclosure is legally mandated, limit the extent of the disclosure to the minimum amount necessary to comply with legal requirements.

(c) Mutual Non-Disparagement. At all times during the term of this Agreement and following its expiration or termination for any reason, the parties agree to not, directly or indirectly, in public or private, whether in oral, written, electronic or other format, disparage, deprecate, impugn or otherwise make any statements or remarks that would tend to or be construed to defame or slander the personal or professional reputations, professional qualifications, services and/or business of the other party, its owner(s), affiliates and/or its/his/her/their independent contractors, employees, agents and/or successors, nor shall such party in any manner assist or encourage any third party in doing so. The terms of this Section shall not be applicable with respect to any disclosures required to be made by law or in connection with any legal proceedings between the parties.

(d) The provisions of this Section shall survive any termination, expiration or non-renewal of this Agreement.

10. Responsibilities of Company. Notwithstanding any provision contained in this Agreement, Company continues to retain the ultimate authority and responsibility for the operation of its practice, including, without limitation, for the following:

(a) final approval of Company's operating and capital budgets and independent control of Company's books and records, it being acknowledged that budgets relating to the Testing Division shall be developed collaboratively with Manager;

(b) final adoption or approval of Company's compliance and operating policies, protocols and procedures and independent adoption of policies affecting the delivery and quality of services.

(c) authority over the disposition of assets (if applicable) and authority to incur liabilities not normally associated with Company's day-to-day operations, subject to the reasonable discretion of Manager with respect to the Testing Division;

(d) approval of Company's contracts; and

(e) approval of settlements of administrative proceedings or litigation to which Company is a party to the extent applicable to Company.

Manager shall be available to Company for consultation with respect to the foregoing where relevant to its duties and services hereunder, provided that such duties and services relate to the Testing Division.

11. Indemnification by Manager. To the extent that, following the Effective Date, a third-party payor attempts to recoup any amounts from Company as a proximate result of Manager's negligence, then Manager acknowledges and agrees that it shall assume such obligation to refund the third-party payor and pay such amount as a Reasonable Operating Expense from Testing Services Revenues and, further, Manager agrees to indemnify and hold Company (and its owners, employees, contractors, affiliates, agents, etc.) harmless from such liability. By way of illustration, and not limitation, in the event that a third-party payor identifies a basis for recoupment which falls within the scope of an obligation that Manager failed to satisfy then, in such case, by operation of this Section, Manager shall be responsible for assuming the obligation of funding the entire amount of such recoupment.

12. Protected Health Information. The parties agree that, in accordance with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996, they shall each execute simultaneously with the execution of this Agreement a Business Associate Agreement with each other in form and substance as set forth in Exhibit G annexed hereto.

13. Non-Solicitation. During the Term of this Agreement and for a two (2) year period following the termination or expiration thereof, Practice shall be precluded from, directly or indirectly, soliciting any sources, individuals, or entities (e.g., Manager's independent contractors, employees, agents, successors, vendors, etc.) introduced to Practice by Manager through the parties' relationship under this Agreement.

14. Miscellaneous.

Manager Will Provide the Following:

1. Certificate of Liability Insurance (Acord 25) signed by the insurer's representative.

- a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
- b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
- c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
- d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).
- e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.

2. An **Additional Insured Endorsement** (Form Number CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:

- a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
- b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
- c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

(a) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given: (i) when personally delivered; (ii) one (1) business day after deposit with a nationally recognized overnight courier, specifying "next business day delivery"; or (iii) three (3) days after being sent by registered or certified mail, postage prepaid, return receipt requested. Any notice, demand or other communication given by a party in connection with this Agreement shall be sent to the following address:

If to Manager:

Heal 360, LLC & Intellikey, LLC

Attn: Mohammed Mohiuddin, M.D. and Osman Mohammed

Or

If to Company:

Tracy Unified School District

(b) This Agreement constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda or other such communication, whether written or oral, concerning such subject matter.

(c) If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held to be legally invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement to the parties.

(d) Any delay or failure to exercise any remedy or right under this Agreement (whether a default exists or not) shall not be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

(e) All headings and captions in this Agreement are for convenience of reference only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

(f) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

(g) This Agreement may be executed in counterparts and such counterparts, when taken together, shall constitute a single and binding agreement.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflict of law rules.

(i) Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the courts of the State of California. By execution and delivery of this Agreement, each such party hereby: (i) accepts the jurisdiction of the aforesaid court; (ii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(j) In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date hereof, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that this Agreement or any provision hereof may be in violation of such laws or regulations, the parties shall seek, by the provision of written notice by one party hereto to the other, to amend, in good faith, this Agreement as necessary to preserve the underlying economic and financial arrangements between the parties and without substantial economic detriment to either party. Should the parties be unable to so amend this Agreement within sixty (60) days after the provision of such notice, either party shall have the right to terminate this Agreement immediately.

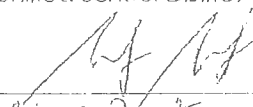
[Signature Page Follows]

[Signature Page to Management Services Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above, to be effective as of the Effective Date.


“Company”

Tracy Unified School District

By: 
Its: Associate Superintendent

“Manager”

Heal 360 & Intellikey, LLC

By: 
Its: Managing Member

By: Mohammed Mohiuddin, M.D.
Its: Managing Member

SCHEDULE A

EQUIPMENT PROVIDED BY MANAGER

As of the Effective Date, N/A, it being acknowledged that any Equipment provided by Manager shall be deemed to be automatically added to this Schedule.

EXHIBIT A(1)
GENERALLY APPLICABLE EQUIPMENT LEASE OR FINANCING TERMS

Any Equipment lease or financing arrangement entered into by Manager with any third party shall provide that such lease or financing arrangement and this MSA and Company's rights hereunder shall not be terminated, modified or disturbed by such third party as long as Company, after reasonable notice of Manager's default, substantially performs all of Manager's obligations hereunder and that such third party shall accept the payments which otherwise have been payable by Manager hereunder, subject to the terms and conditions hereof, in lieu of Manager's payment and/or performance, as the case may be.

SCHEDULE B

PERSONNEL

[TO BE ADDED]

SCHEDULE C

N/A

SCHEDULE D

MANAGEMENT/ADMINISTRATIVE SERVICES TO BE PROVIDED

Manager shall provide the following items and services which, collectively, comprise the Infrastructure and Management/Administrative Services (it being acknowledged that certain of the following are discussed with greater particularity in the Agreement):

1. Payroll services
2. Marketing services
3. General practice administration
4. Testing/Clinical Services

SCHEDULE E
TESTING LOCATIONS
[TO BE ADDED]

SCHEDULE F

REASONABLE OPERATING EXPENSES

N/A

EXHIBIT G

BUSINESS ASSOCIATE AGREEMENT

[ATTACHED]



TESTING SERVICES AGREEMENT

BACKGROUND

1. MNO facilitates the testing of persons for the SARS-CoV-2 coronavirus by supplying specimen collection kits and arranging for an independent laboratory ("Laboratory") to perform coronavirus tests on an expedited basis.
2. Sponsoring Entity desires to protect the health of its staff and persons served by Sponsoring Entity by facilitating the testing of staff, students and other persons for coronavirus.
3. This Agreement provides the details of MNO's arrangement with the Sponsoring Entity to facilitate testing of such persons by the Laboratory.

AGREEMENT

1. Sponsoring Entity.

Name:	Tracy Unified School District
Billing Address:	1875 W. Lowell Avenue Tracy, CA 95376
Contact Person:	Zachary Boswell
E-mail:	zboswell@tUSD.net
Phone:	2098303230
<input checked="" type="checkbox"/> Sponsoring Entity request that test results be reported to Sponsoring Entity if authorized by Persons Tested.	

2. **MNO Services.** In exchange for the Fee identified below, MNO will, through its own employees or subcontractors, provide the following Services to facilitate the testing of persons identified by Sponsoring Entity ("Persons Tested"):

(a) MNO will use information provided by Sponsoring Entity to prepare and provide specimen kits to Sponsoring Entity to enable Sponsoring Entity to collect specimens from the Persons Tested. The cost of the specimen kits is included in the Fee. MNO will monitor specimen kit supplies and ship additional specimen kits to Sponsoring Entity as needed.

(b) MNO will provide Sponsoring Entity with a limited license to use MNO's proprietary technology to schedule, coordinate, and submit specimens and, if authorized, receive reports concerning test results.

(c) MNO will provide sample forms to document consent for testing by Persons Tested ("Consent") and, if requested by Sponsoring Entity, authorization to disclose the test results to Sponsoring Entity ("Authorization") consistent with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules. The sample Consent and Authorization are attached to this Agreement.

(d) MNO will train Sponsoring Entity's designated representatives on the process for proper collection, documentation, and submission of specimens to the Laboratory. The training may be conducted in person or via teleconference as determined appropriate by MNO.

(e) MNO has arranged for Laboratory to test the specimens collected on an expedited basis. The Laboratory typically performs the tests within 24 hours of receiving properly submitted specimen kits; however, the actual time may vary depending on the demands on the Laboratory.

(f) If authorized by the Persons Tested, communicate Laboratory test results to the Persons Tested on an expedited basis. MNO has established a proprietary communication system with the Laboratory that facilitates expedited reporting of test results. MNO typically reports the test results to the within 24 to 48 hours of the Laboratory receiving the collected specimen from the sponsoring entity; however, the actual time may vary depending the proper submission of information by Sponsoring Entity and the demands on the Laboratory.

(e) If requested by Sponsoring Entity and authorized by Persons Tested, MNO will communicate Laboratory test results to Sponsoring Entity's representative who is designated to receive test results via a secure portal.

(f) If and to the extent required by applicable state or federal law, MNO or Laboratory will report test results to government agencies.

3. Sponsoring Entity Obligations. Sponsoring Entity will have the following responsibilities to facilitate successful testing:

(a) Sponsoring Entity will designate a contact person to coordinate Services with MNO and ensure that Sponsoring Entity representatives participate in training conducted by MNO concerning the proper collection, documentation and submission of specimen kits to Laboratory.

(b) Prior to testing, Sponsoring Entity will provide MNO with the names and contact information (name, birthdate, gender and potentially email address or text number) for Persons Tested in such form and format as MNO shall request. This information will be used by MNO to prepare the specimen kits, contact Persons Tested with test results, complete any state or federal reporting requirements, and take such further action as contemplated by this Agreement consistent with the person's Authorization. MNO reserves the right to use personal information that has been de-identified for research or other purposes permitted by applicable law.

(c) Sponsoring Entity shall ensure that each Person Tested (i) receives Information about COVID Testing provided by MNO; (ii) executes the Consent; and (iii) executes the Authorization. If Sponsoring Entity desires to receive test results, the Authorization must authorize MNO to disclose test results to Sponsoring Entity. Sponsoring Entity shall maintain copies of the Consent and Authorization and provide them to MNO and/or the Laboratory upon request.

(d) If and to the extent applicable law requires that a healthcare provider order the test and Sponsoring Entity does not have a healthcare provider, MNO will assist by providing a healthcare provider.

(e) Sponsoring Entity shall, at Sponsoring Entity's cost, arrange for and use appropriate facilities and properly trained and qualified personnel who can observe collection of the specimens, and shall timely submit the specimens to the Laboratory consistent with MNO training and instructions from the specimen kit manufacturer and/or Laboratory.

(f) Sponsoring Entity is solely responsible for maintaining the confidentiality of and/or using test results consistent with the requirements of applicable law and the Authorization of Persons Tested. Sponsoring Entity understands and agrees that MNO makes no representation, warranty or guarantee and does not provide legal advice concerning the propriety of Sponsoring Entity's actions in connection with the Services, including but not limited to Sponsoring Entity's use of test results and other information obtained in connection with the Services. Sponsoring Entity is solely responsible for ensuring that its acts or omissions relating to the information or otherwise are consistent with applicable law, Sponsoring Entity's policies or agreements, or other standards applicable to Sponsoring Entity.

4. Fees for Services. In exchange for Services, Sponsoring Entity shall pay the fees specified in Attachment 1 ("Fees"). MNO will invoice Sponsoring Entity for any amounts due from Sponsoring Entity to MNO after Services are initiated. Sponsoring Entity agrees to pay the invoice in full within thirty (30) days. Invoices that are not paid when due shall accrue interest at the rate of fifteen percent (15%) per annum. Additional fees or charges may apply as specified in Attachment 1.

5. Term and Termination. This Agreement shall become effective upon execution of the Agreement and continue until each party has fully performed its obligations or the Agreement is otherwise terminated as provided below:

(a) Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

(b) Either party may terminate this Agreement for cause upon fifteen (15) days prior written notice to the other party due to the other party's failure to perform its obligations pursuant to this Agreement and the other party's failure to cure the non-performance during the 15-day notice period.

(c) Either party may terminate this Agreement immediately upon written notice to the other party upon the occurrence of any of the following: (i) the party determines that either performance of this Agreement or the acts or omissions of the other party violate any

law or regulation or may subject the first party to liability or adverse government action; (ii) either party conducts itself in a manner which the other party determines to be unethical or fraudulent; jeopardizes the health or safety of any persons; materially impairs the reputation or operations of the other party; or exposes the other party to liability; (iii) the cost for specimen kits or Laboratory tests increases above the costs contemplated when this Agreement was executed, and MNO is unable to obtain a suitable replacement at the costs contemplated when this Agreement was executed; or (iv) circumstances beyond the party's control prevent the fulfillment of its obligations, including but not limited to a change in law or regulation that adversely affects the party's performance or the cost of performance; the inability to secure adequate or appropriate specimen collection kits; the inability to obtain needed orders, consents or authorizations to perform the tests; the inability to contract with a laboratory to conduct the tests; etc.

6. Relationship of the Parties. Sponsoring Entity understands and agrees that, in providing Services, MNO is not a laboratory or other healthcare provider and will not perform the laboratory tests. Instead, MNO is providing Services as an independent contractor on behalf of Sponsoring Entity to facilitate the collection and submission of specimens to an independent Laboratory for testing. MNO is not the agent, representative or business associate of the Laboratory; makes no representation, guarantee or warranty concerning the services performed by the Laboratory or the accuracy of the test results; and is not liable for the acts or omissions of the Laboratory or Sponsoring Entity. In performing Services, MNO may contract with or otherwise arrange for other entities to assist MNO or perform Services pursuant to this Agreement. Nothing in this Agreement is intended to create an agency, partnership, joint venture or any other relationship except that of independent contractors. Neither party shall be liable for the acts or omissions of the other party or the other party's agents or representatives. Neither party shall have authority to bind the other party to or incur any liability on behalf of the other party. MNO shall not be liable for the acts or omissions of its subcontractors or other persons engaged by MNO to provide Services on behalf of MNO or otherwise.

7. Indemnification. Sponsoring Entity hereby agrees to defend, indemnify, save, and hold harmless MNO and its members, officers, persons, persons, agents, contractors and affiliates from any occurrence, liability, judgement, claim, award, cost of defense (including attorneys fees), expenses, and other responsibilities or costs of any nature whatsoever which: (i) arises out of the negligence or other act or omission of Sponsoring Entity or its employees, agents, or representatives; or (ii) arises out of MNO's negligence (but not gross negligence) if such negligence arises because MNO followed the order, policy, procedure or direction of Sponsoring Entity or Sponsoring Entity's agent or representative.

8. Miscellaneous. The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties and not to any third party, including but not limited to the Persons Tested. No third parties are intended to be the beneficiaries of this Agreement, and no third party may rely on or enforce the terms of this Agreement. The parties shall in good faith attempt to resolve any controversy, dispute, or disagreement arising out of relating to this Agreement, or the alleged breach thereof, by negotiation. If any such controversy, dispute or disagreement is not resolved it shall be submitted to mediation. Each party shall be responsible for its own fees and costs to participate in mediation. If mediation is unsuccessful, any action

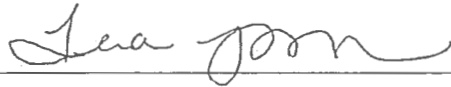
arising from this Agreement shall be brought in Ada County, Idaho. Waiver by one party of breach of any provisions of this Agreement by the other shall not operate or be construed as a continuing waiver. This Agreement supersedes all previous agreements between the parties and sets forth the entire Agreement between the parties with respect to the subject matter hereof.

REVIEWED AND AGREED BY:

MNO

Tina Upson

Name of Authorized Representative



Signature

08 / 31 / 2021

Date

SPONSORING ENTITY

Zachary Boswell

Name of Authorized Representative



Signature

08 / 31 / 2021

Date

ATTACHMENT 1:

FEES

In exchange for Services provided pursuant to this Agreement, Sponsoring Entity shall pay the fees and costs specified below by Sponsoring Entity and approved by MNO.

Rp

1. **Sponsoring Entity Pays All Testing Costs.** Sponsoring Entity agrees to be solely responsible for and to pay the following fees to MNO.

- a. Sponsoring Entity shall pay \$40 per test performed on each person.
- b. MNO shall be responsible for paying the Laboratory from amounts paid by Sponsoring Entity.

Rp

2. **Onboarding Fee.** Sponsoring Entity agrees to be solely responsible for and to pay the following fee of \$ 800 for uploading necessary company information into MNO's system.

- a. Included in this fee, MNO agrees to assist sponsoring entity with uploading all necessary employee information, sending initial supplies to testing location and training their staff. Training of staff includes: 1) how to enter in employee information, 2) how to conduct testing events and 3) how to run testing reports.

Rp

3. **Cost of Kits.** At the end of each calendar year, MNO will bill Sponsoring Entity \$ 5 for each unused kit during the previous year. Reviewed and Approved by the following authorized representatives:

MNO

: Lea Joon
Signature

Sponsoring Entity

mt Rest
Signature

ATTACHMENT 2
CONSENT FOR COVID-19 TEST
(Person)

Person Tested: _____ Date of Birth: ____/____/____

Phone Number: (____) _____ E-mail: _____

Sponsoring Entity: _____

- 1. Consent.** I consent to and request that I receive the SARS-CoV2 COVID-19 Test ("COVID-19 Test"). A swab will be used to collect a specimen from my nose or mouth. The specimen will be sent to a laboratory to determine if the coronavirus is present. This Consent shall apply to the collection, submission, and testing of the sample collected today and all such future actions performed through the Sponsoring Entity's COVID-19 testing program.
- 2. Fees.** I understand that I will not be billed for the test. Instead, MN Operations, LLC ("MNO") and/or the testing laboratory will bill the Sponsoring Entity for the test.
- 3. Information.** I have read the document entitled INFORMATION FOR PERSONS RE COVID-19 TESTS, I understand the information in the document, and any questions I had have been answered to my satisfaction.
- 4. Effect of Test.** I understand that the test results are intended to reflect the presence of the coronavirus at the time of the test. I understand that I may become infected with the coronavirus at a later time, develop COVID-19, or infect others even though the test results are negative. I also understand that there is a small chance that the test results may be inaccurate. Accordingly, I agree to do the following: (i) I will continue to practice social distancing, hand-washing, and other preventative measures recommended by my healthcare providers and the Centers for Disease Control ("CDC"); (ii) if the test is positive, I develop symptoms, or I am exposed to others with the coronavirus, I will immediately initiate self-isolation, contact my healthcare provider, and comply with recommendations from the healthcare provider and/or the CDC; and (iii) if I experience severe symptoms including but not limited to difficulty breathing, I will immediately contact my healthcare provider and/or the local hospital emergency department.
- 5. Test Results.** I request that test results be emailed or texted to me at the e-mail address and/or phone number listed above. I understand that the email address and text numbers I have provided may not be secure. If I have not received test results within seven (7) days after the specimen is collected, I will contact MNO at _____ to obtain the test results.
- 6. Disclosure of Test Results.** I understand and agree that the test results will be made available to the Sponsoring Entity and that positive test results may be made available to local health officials.
- 7. Responsibility for Follow Up.** I understand that (i) this test does not create a patient-practitioner relationship between me and the healthcare practitioner that ordered the test, the laboratory, or MNO; (ii) none of them have any duty to provide any medical services based on my test results; and (iii) I am solely responsible for following up with my own healthcare provider to discuss the test results and receive any further care, including care related to positive test results.
- 8. MNO.** I understand that MNO, is an independent entity working with the Sponsoring Entity to facilitate collection and submission of specimens for testing and reporting test results, but that the test will be performed by an independent laboratory. I understand and agree that MNO is not a healthcare provider and makes no promises, warranties or guarantees concerning the test or accuracy of test results. I understand and agree that MNO is not liable for the acts or omissions of Sponsoring Entity or the laboratory; accordingly, to the maximum extent allowed by law, I agree to waive and release MNO from any and all liability relating to or arising from the test, including but not limited to the collection, submission or testing of specimens or reporting test results. I agree to contact my own healthcare provider to discuss the test results and seek any additional follow-up care that may be appropriate.

I have read this Consent, have had the opportunity to ask questions, and by signing below, agree to the terms and conditions of this Consent.

Signed: _____ Date: _____

ATTACHMENT 3
AUTHORIZATION TO DISCLOSE COVID-19

Person Name: (Please Print)	Birthdate:	Phone:
Address:		

I am the Person identified above or the Person's personal representative.

I have consented to one or more tests for COVID-19 to determine whether the Person has been exposed to coronavirus. I hereby authorize MNO, the laboratory performing the test ("Laboratory"), and any other healthcare provider involved in the test to disclose the results of the test(s) to the entities identified below, including the entity sponsoring the test ("Sponsoring Entity") for employment, safety, or other purposes.

Entities to whom information may be disclosed:

Sponsoring Entity Name:	Phone:
Address/e-mail address:	

This authorization will expire one (1) year from the date of this authorization.

I understand that one purpose of the test(s) is to obtain information about my COVID-19 status to disclose to the Sponsoring Entity, and that MNO and others are relying on this authorization in performing the test(s). Accordingly, MNO and the Laboratory may condition the test(s) on this authorization, and I may not revoke this authorization once the test is conducted. I understand that the Laboratory may be obligated by law to disclose test results to public health officials. I understand that information disclosed pursuant to this authorization may be re-disclosed by the entities who receive the information and such information may no longer be protected by privacy regulations.

Signature of Person or their Personal Representative

Date

If Personal Representative, state relationship to Person

ATTACHMENT 4:
AUTHORIZATION TO DISCLOSE
TEST RESULTS
(Minor)

Minor: _____

Birth Date: _____

Sponsoring Organization: _____

1. **Authority.** I am the personal representative of the unemancipated minor identified above ("Minor") with authority to make healthcare decisions for the Minor.

2. **Disclosure.** I have agreed that the Minor may be tested for COVID-19. I hereby authorize the laboratory or other entity performing the test ("Laboratory") to disclose the test results to MN Solutions, LLC. (MN) I further authorize MN to disclose the test results to the Sponsoring Organization identified above for the purpose of minimizing the spread of COVID-19. I also understand that positive test results may be reported to public health officials.

3. **Expiration.** This Authorization will expire in one year unless earlier revoked as provided below.

4. **Revocation.** I understand that I may revoke this Authorization at anytime until the collection of the specimen for testing. To revoke the Authorization, contact:

[INCLUDE CONTACT INFORMATION].

5. **Limits on Revocation.** I understand that the purpose of the test is to obtain and disclose the test results to the Sponsoring Organization, and the Sponsoring Organization has agreed to pay for the test on condition of such disclosure. MN Solutions and/or the Laboratory may condition the test on this Authorization. Furthermore, MN Solutions and/or the Laboratory have relied on this Authorization in collecting the specimen and/or conducting the test. Accordingly, I may not revoke this Authorization once the specimen is collected.

6. **Further Disclosures.** I understand that information disclosed pursuant to this Authorization may be re-disclosed by entities who receive the information and such information may no longer be protected by privacy laws or regulations.

Signed: _____

Personal Representative

Date: _____

Relationship to Minor

A copy of this signed Authorization will be provided to the personal representative unless the Authorization was initiated at the request of the personal representative.

ATTACHMENT 5:

CONSENT FOR COVID-19 TEST (Minors)

Minor: _____ Date of Birth: _____

Phone Number: (_____) _____ E-mail: _____

Sponsoring Organization: _____

Employer Address: _____ City/ST/Zip _____

1. **Consent.** I consent to and request that I receive the **SARS-CoV2 COVID-19 Test** ("COVID Test"). A swab will be used to collect a specimen from my nose or mouth. The specimen will be sent to a laboratory to determine if the coronavirus is present. This Consent shall apply to the collection, submission, and testing of the sample collected today and all such future actions performed through my employer's COVID testing program.
2. **Fees.** I understand that I will not be billed for the test. Instead, Crush the Curve Idaho Foundation, LLC ("CTCI") and/or the testing laboratory will bill my employer for the test.
3. **Information.** I have read the document entitled "Information for Employees re COVID-19 Tests", I understand the information in the document, and any questions I had have been answered to my satisfaction.
4. **Effect of Test.** I understand that the test results are intended to reflect the presence of the coronavirus at the time of the test. I understand that I may become infected with the coronavirus at a later time, develop COVID-19, or infect others even though the test results are negative. I also understand that there is a small chance that the test results may be inaccurate. Accordingly, I agree to do the following: (i) I will continue to practice social distancing, hand-washing, and other preventative measures recommended by my healthcare providers and the Centers for Disease Control ("CDC"); (ii) if the test is positive or I develop symptoms or I am exposed to others with the coronavirus, I will immediately initiate self-isolation, contact my healthcare provider, and comply with recommendations from the healthcare provider and/or the CDC; and (iii) if I experience severe symptoms including but not limited to difficulty breathing, I will immediately contact my healthcare provider and/or the local hospital emergency department.
5. **Test Results.** I request that test results be emailed or texted to me at the e-mail address and/or phone number listed above. I understand that the email address and text numbers I have provided may not be secure. If I have not received test results within 7 days after the specimen is collected, I will contact CTCI at support@crushbvmn.com to obtain the test results.
6. **Disclosure of Test Results.** I understand and agree that the test results will be made available to my child's school and that positive test results may be made available to local health officials.
7. **Responsibility for Follow Up.** I understand that (i) this test does not create a patient-practitioner relationship between me and the healthcare practitioner that ordered the test, the laboratory, or CTCI; (ii) none of them have any duty to provide any medical services based on my test results; and (iii) I am solely responsible for following up with my own healthcare provider to discuss the test results and receive any further care, including care related to positive test results.
8. **Medical Network Solution.** I understand that MN, is an independent nonprofit entity working with my employer to facilitate collection and submission of specimens for testing and reporting test results, but that the test will be performed by an independent laboratory. I understand and agree that MN is not a healthcare provider and makes no promises, warranties or guarantees concerning the test or accuracy of test results. I understand and agree that MNO is not liable for the acts or omissions of my employer or the laboratory; accordingly, to the maximum extent allowed by law, I agree to waive and release MN from any and all liability relating to or arising from the test, including but not limited to the collection, submission or testing of specimens or reporting test

results. I agree to contact my own healthcare provider to discuss the test results and seek any additional follow-up care that may be appropriate.

I have read this Consent, have had the opportunity to ask questions, and by signing below, agree to the terms and conditions of this Consent.

Signed: _____ Date: _____
Employee



ATTACHMENT 6:
INFORMATION CONCERNING SARS-COV-2 TESTING

MNO has arranged for an independent laboratory (“Laboratory”) to provide the SARS-CoV-2 COVID-19 Test (“PCR test”) on an expedited basis for those entities working with MNO. The PCR test is designed to detect the virus that causes COVID-19 in respiratory specimens using nasal or oral swabs. Your nose and/or mouth will be swabbed, and the results will be sent to the Laboratory for testing. MNO and/or the Laboratory will send you a text or e-mail notifying you that your test results are available. You may then access the test results at the link or number identified in the text, or you may contact MNO at support@medicalnetworksolutions.com. If you have not received your test results within four (4) days after the specimen was collected, please contact MNO.

If you test positive for COVID-19, you should immediately contact your healthcare provider. The CDC also suggests that you take immediate action to protect you and others around you, including but not limited to self-isolating. CDC guidance is available at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/index.html>. You should review and follow the CDC recommendations along with additional directions from your healthcare provider. Positive PCR tests will be reported to local government health authorities. If you have severe symptoms including difficulty breathing, you should call or go to the emergency department of your local hospital.

If you test negative for COVID-19, you probably were not infected at the time your specimen was collected. However, this does not mean you will not get sick. It is possible that you were very early in your infection when your specimen was collected and that you could test positive later. Also, you could be exposed later and then develop illness. In other words, a negative test result does not mean that you may not get sick later. You should continue to practice preventative steps such as appropriate social distancing, washing your hands frequently, avoiding touching your face, wearing a mask, and complying with other guidance provided by the CDC at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/index.html>. You should monitor your symptoms and follow up with your healthcare provider if you begin experiencing symptoms.

TITLE	Tracy Unified School District - CA
FILE NAME	Tracy Unified School District - MNO.docx
DOCUMENT ID	11b444fa53c0c9b61ce8a5e9642ae9bd8ad8565c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History



SENT

08 / 31 / 2021

20:54:07 UTC

Sent for signature to Zachary Boswell (zboswell@tUSD.net)
from contracts@medicalnetworksolutions.com
IP: 63.227.129.133



VIEWED

08 / 31 / 2021

21:23:52 UTC

Viewed by Zachary Boswell (zboswell@tUSD.net)
IP: 63.197.115.201



SIGNED

09 / 01 / 2021

00:02:45 UTC

Signed by Zachary Boswell (zboswell@tUSD.net)
IP: 63.197.115.201



COMPLETED

09 / 01 / 2021

00:02:45 UTC

The document has been completed.