

#### WHERE OAKLAND SHINES

#### **Independent Contractor Agreement**

This Agreement is entered into between Lighthouse Community Public Schools ("the School") and Sujatha Ranganathan ("the Contractor").

1. <u>Independent Contractor</u>. Subject to the terms and conditions of this Agreement, the School hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the School for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the School. The School shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. <u>Duties, Term, and Compensation</u>. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the School, and which collectively are hereby incorporated by reference.

Compensation for the duties specified in the attached Exhibit will be paid according to the terms specified, upon the submission of monthly timesheets or an invoice documenting hours.

- 3. <u>Expenses.</u> During the term of this Agreement, the Contractor will use equipment supplies of her/his own, excluding equipment for student use; expenses would not be reimbursed by the School. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from School facilities shall not be reimbursable.
- 4. **<u>Requirements for all Faculty and Staff</u>**: All student-facing contractors are required to maintain the following:

**Fingerprinting Clearance**: Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice & FBI. Employee will be required to assume the cost of all fees related to the fingerprinting process. Clearance must be in place prior to the first day of service.

444 Hegenberger Rd, Oakland, CA 94621 | tel: 510-562-8801 | www.lighthousecharter.org

**TB Clearance**: Contractor will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Clearance must be in place prior to the first day of service.

**CPR and First Aid Requirements:** Contractor will be required to submit evidence from a certified agency that he/she completed a CPR and First Aid Certification course. Clearance must be in place prior to the first day of service.

**Child Abuse and Neglect Reporting**: California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

- 5. <u>Conflicts of Interest.</u> The Contractor represents that she/he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her/his productive time, energy and abilities to the performance of her/his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School.
- 6. <u>Termination</u>. The School may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 7. <u>Assignment</u>. The Contractor shall not assign any of her/his rights under this Agreement, or delegate the performance of any of her/his duties hereunder, without the prior written consent of the School.
- 8. <u>Modification or Amendment.</u> No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 9. <u>Entire Understanding.</u> This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

10. <u>Unenforceability of Provisions.</u> If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

This agreement remains open until 9/29/2021 at 5:00 p.m. Please, sign, date, and return one copy of this agreement to the representative listed below by that date. If you fail to submit a signed copy by that date, this agreement will become null and void.

Contractor	School
Signature: {{Sig_es_:signer1:signature}}	Signature: {{Sig_es_:signer2:signature}}
Name (print): {{N_es_:signer1:fullname}}	Name (print): {{N_es_:signer2:fullname}} LCPS Director of Talent & HR
Date: {{Dte_es_:signer1:date}}	Date: {{Dte_es_:signer2:date}}



## WHERE OAKLAND SHINES

## Exhibit A: Deliverables & Terms Data Systems and Analytics Consultant

#### **Deliverables**:

- Complete Audit and documentation of SIS security rules and practices
- Support Enrollment through Master Scheduling Rostering process improvements and trainings
- In collaboration with staff, ensure that all staff records in Aeries SIS are complete and accurate for the purposes of CALPADS and other external reporting.
- Train and work in partnership with Network Admin who will serve as Data Systems Admin as well.
- In collaboration with special education staff, maintain special education/504 program records in SEIS, Aeries, and CALPADS.
- Assist school leaders in designing and implementing master schedules and associated bell schedules in Aeries SIS, with the aim of ensuring that site program needs are met as fully as possible within the technical limits of Aeries SIS.
- In collaboration with the Sr. Director of Technology & Project Mgmt. act as the primary LEA coordinator for federal, state and local data reporting, including managing and tracking reporting deadlines, providing training, coordinating collection and submission with other staff & departments as needed. Includes CALPADS, Civil Rights Data Collection (CRDC), Federal Program Monitoring (FPM) and other reporting as needed.
- Complete data integrations or other data system related needs for new or existing tools via Clever or other processes
- Complete Compliance related data reporting schedule.
- Complete submission of all compliance related data requests
- Respond to all data requests within the scope of this contract as approved by DOT.
- Support and train Network Admin to transition into Network & Data System Admin I role.
- Lead and perform data clean up work in preparation for CALPADS reporting with support for the various data owners.
- Update identified data systems with most recent data reports
- Plan and implement streamlined self serve data reports and dashboards
- Support development of job descriptions, vetting candidates and building and overseeing onboarding plan for Data Systems Manager role

### **Contractor Primary Point of Contact:**

This staff member is ultimately responsible for reviewing the contracted work and the completion of specified deliverables. This staff member is responsible for implementation of work, and for liaising with contractor, as needed:

• Director of Technology, Manisha Patel: manisha.patel@lighthousecharter.org

#### Terms:

- Work to be completed between July 1st, 2021 through December 31st, 2021
- Hourly rate of \$125/hour for up to 20 hours per week, not to exceed 350 hours total.

**Distribution of payment:** Payment will be paid on a monthly basis upon submission of invoices summarizing work-to-date for each month including progress towards each deliverable and sign off by the Senior Director of Technology that sufficient progress has been made.

**Invoicing Process:** The contractor's preferred invoicing; alternatively, the School will provide a template at the contractor's request. All invoices should be submitted to billing@lighthousecharter.org and cc'ed to Director of Technology for approval.

# Exhibit B Confidentiality Agreement between Lighthouse Community Public Schools & [Sujatha Ranganathan]

The above-named party (hereinafter referred to as "Signatory") hereby acknowledges and agrees to the following:

1. The Signatory will serve Lighthouse Community Public School (hereinafter referred to as "Lighthouse") as a(n) Independent Contractor

2. The Signatory has a duty to maintain the confidentiality of sensitive information that the Signatory may encounter during his/her service to Lighthouse. Such confidential information includes, but is not limited to:

• Student records, such as students' names; parents'/guardians' names; home addresses; personal telephone numbers and/or email addresses; photographs; dates of birth; grade level; enrollment status; dates of attendance; social security numbers; medical information; disciplinary records; and grades;

Personnel records, such as employees' names; dates of hire; home addresses; personal telephone numbers and/or email addresses; dates of birth; social security numbers; medical information; disciplinary records; immigration documents; salaries or payroll-related information; and driver's license numbers; and

Proprietary information concerning Lighthouse's operations, technology resources, databases and passwords to such databases, business plans, curriculum and pedological techniques, trademarks, patents, and copyrights.

3. The Signatory shall only access confidential information when necessary and as directed to do so by Lighthouse, and when doing so is within the course and scope of the Signatory's service to Lighthouse.

4. The Signatory is not to remove Lighthouse property containing any confidential information without prior written authorization from Lighthouse, and is expected to keep confidential information secure from outside visitors and all other persons who do not have legitimate reason to see or use such information.

5. The Signatory is prohibited from using or disclosing any confidential information that is produced or obtained through working with Lighthouse, except to the extent such use or disclosure is required in connection with performing their services to Lighthouse. The Signatory

shall not disclose any such information described above without prior written authorization of the Chief Executive Officer ("CEO") or designee.

6. Upon the ending of the relationship with Lighthouse, whether voluntarily or involuntarily, all Lighthouse confidential information, including but not limited to student cumulative files, personnel records/files, directory or contact information for students/families and employees, and other tangible Lighthouse property in the Signatory's possession or control, must be returned to Lighthouse immediately. The Signatory is prohibited from using or disclosing confidential information for any reason after the relationship with Lighthouse ends. The Signatory is also prohibited from accessing any Lighthouse files, technology, databases, records, or any other information to which the Signatory had access due to their relationship with Lighthouse after the relationship with Lighthouse after th

7. This Agreement in no way limits the Signatory's right to access and/or disclose the Signatory's own personnel records and/or the Signatory's child's student records. Further, this Agreement does not restrict the Signatory from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

8. Violations of this Agreement by the Signatory may lead to being dismissed from providing further service to Lighthouse, as well as the Signatory being subject to appropriate legal action to compensate Lighthouse for any damages related to the Signatory's breach of this Agreement and/or to compel the Signatory to not violate this Agreement further.

9. Any questions regarding this Agreement and the Signatory's obligations there under are to be referred to CEO or designee.

Contractor	School
Signature: {{Sig_es_:signer1:signature}}	Signature: {{Sig_es_:signer2:signature}}
Name (print): {{N_es_:signer1:fullname}}	Name (print): {{N_es_:signer2:fullname}} LCPS Director of Talent & HR
Date: {{Dte_es_:signer1:date}}	Date: {{Dte_es_:signer2:date}}