

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
OAKLAND MILITARY INSTITUTE AND MARK BASNAGE**

This Agreement is made between the Oakland Military Institute (“OMI”), a California non-profit corporation with its principal place of business at 3877 Lusk St., Oakland, CA 94608, and Mark Basnage (“Independent Contractor”).

It is the desire of OMI to engage the services of an Independent Contractor. Such services and the relationship between OMI and Independent Contractor shall be governed according to the following terms and conditions:

**SECTION 1. SERVICES TO BE PERFORMED.** Independent Contractor agrees to perform the services detailed in **Attachment A** on OMI’s behalf.

**SECTION 2. PAYMENT.** In consideration for the services to be performed by Independent Contractor, OMI agrees to pay Independent Contractor at the rate of \$150.00 per hour, hours not to exceed 480 hours, or \$72,000.00, approximately one (2) day a week for the term of this Agreement. The span of minimum availability is from the execution of this contract [July 2023], after the previous contract is depleted, to June 30, 2024. In-person work will be based on project and site needs. In-person vs virtual tasks are to be determined by the supervisor in collaboration with the contractor on a weekly basis based on assessed needs and deliverables. Extension of the contract past June 2024 will be discussed and agreed upon on or June 1, 2024.

The contractor will submit an invoice twice per month at the middle and end of the month for payment within 5 days.

**SECTION 3. EXPENSES.** Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including meals, lodging, and transportation. However, OMI shall reimburse Independent Contractor for all reasonable and approved out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement. Independent Contractor shall submit an itemized statement of such expenses. OMI shall pay Independent Contractor within thirty (30) days from the date of each statement.

**SECTION 4. MATERIALS.** Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

**SECTION 5. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES.** As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide OMI with the following documents and Standard of Care:

- Copy of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the services provided under **Attachment A**;
- W-9.

**STANDARD OF CARE.**

5.1 Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OMI staff.

5.2 Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

5.3 Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

5.4 Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

**SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP.** Independent Contractor assigns to OMI all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for OMI under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents OMI considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to OMI. Independent Contractor agrees to honor the proprietary information of OMI and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of OMI to OMI. However, OMI shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

**SECTION 7. TERM OF AGREEMENT.** This agreement will become effective when signed by both parties and will terminate the date either party terminates the Agreement as provided below, or on June 1, 2023, whichever occurs earlier.

**SECTION 8. TERMINATING THE AGREEMENT.** During the term of this Agreement, either party may terminate the Agreement without cause or advance notice at any time by providing written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the OMI charter.

**SECTION 9. INDEPENDENT CONTRACTOR STATUS.** Independent Contractor is an independent contractor, not an employee of OMI. Independent Contractor's employees or subcontractors are not OMI's employees. Independent Contractor and OMI agree to the following rights consistent with an independent contractor relationship:

(a) Independent Contractor has the right to perform services for others during the

term of this Agreement.

- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by OMI.
- (c) Independent Contractor shall perform the services required by this Agreement; OMI shall not hire, supervise or pay any assistants to help Independent Contractor.
- (d) Independent Contractor shall not receive any training from OMI in the skills necessary to perform the services required by this Agreement.
- (e) OMI shall not require an Independent Contractor to devote full time to performing the services required by this Agreement.
- (f) Independent Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of OMI.

**SECTION 10. WORKERS' COMPENSATION.** OMI shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees.

**SECTION 11. LOCAL, STATE AND FEDERAL TAXES.** Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. OMI will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If an Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to OMI. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by OMI.

**SECTION 12. CONFIDENTIALITY.** Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by OMI and/or used by OMI in connection with the operation of its business including, without limitation, OMI's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of OMI will remain confidential to the Independent Contractor unless a separate, specific, properly executed consent (including permission from OMI's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by OMI's personnel or Independent Contractor providing services pursuant to this Agreement shall remain confidential

and shall not be communicated to any person or entity other than appropriate OMI personnel.

**SECTION 13. EXCLUSIVE AGREEMENT.** This is the entire Agreement between Independent Contractor and OMI. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

**SECTION 14. MODIFYING THE AGREEMENT.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

**SECTION 15. DISPUTE RESOLUTION.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Stanislaus County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

**SECTION 16. LIMITED LIABILITY.** This provision allocates the risks under this Agreement between Independent Contractor and OMI. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on OMI's premises to the extent such actions or omissions were not caused by OMI. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

**SECTION 17. LIABILITY AND INDEMNIFICATION.** With regard to the services to be performed by the Independent Contractor pursuant to the terms of this Agreement, OMI shall not be liable to the Independent Contractor, or to anyone who may claim any right due to any relationship with the Independent Contractor, for any acts or omissions of OMI, except when said acts or omissions of OMI are due to willful misconduct or gross negligence. Independent Contractor shall hold OMI free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Independent Contractor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of OMI and OMI is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

**SECTION 18. NOTICES.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor:  
Mark Basnage  
332 Highland Avenue,  
San Mateo, CA 94903  
mbasnage@gmail.com  
(650) 863-8129

If to OMI:  
Attn: Dr. Mary Streshly  
3877 Lusk Street  
Oakland CA 94608  
mstreshly@omiacademy.org  
(510) 594-3983

**SECTION 19. NO PARTNERSHIP.** This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**SECTION 20. INTERPRETATION AND OPPORTUNITY FOR COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

**SECTION 21. APPLICABLE LAW.** This Agreement will be governed by the laws of the State of California.

APPENDIX A

Scope of Services

Description of Responsibilities, Projects and/or Probable Tasks

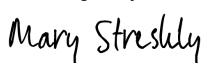
1. Lead and finalize inventory system for technology devices and software contracts.
2. Troubleshoot and remediate site and classroom connectivity and hardware issues as they arise.
3. Bring stability and reliability to the technology systems and procedures at the school. This means working to recover passwords, accounts, and documentation as soon as possible. These systems include:
  - Comcast internet (ISP) documentation, renewal.
  - DNS and Domain name services ([oakmil.org](http://oakmil.org), [omiacademy.org](http://omiacademy.org), etc).
  - Server and network equipment support -- logins, support contracts, etc.
  - Software and licenses
  - Included in this step is a series of conversations with OMI folks about what they use (software, services, systems), and what their pain points are.
4. Map out what the school needs to support its mission of teaching and learning, making recommendations to the OMI administration and/or board for at least these systems and aspects:
  - network plan (wired and wireless, internet service to school)
  - servers and services and software
  - security (from antivirus to security cameras)
  - phone system
  - A/V in classrooms and other spaces
  - what equipment and services might be discontinued, removed
  - mapping out a plan to return to 1:1
  - tech ticketing system
  - policies and PD needed
5. Part of this plan would be options/recommendations for staging new purchases, including notes about what eRate may help with, etc.
 

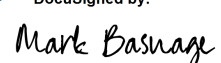
Build documentation so that there is no single point of failure. Craft and adopt policies for school, faculty, and students as needed.
6. Coordinating with others to get the (improved) technology systems ready for the start of school in early August 2023.
7. Helping as needed find full-time support staff, volunteers, and/or interns for the school's technology team and providing transition services to the new OMI technology manager.
8. Provide advice about eRate and other technology funding opportunities, and also upcoming state/federal opportunities such as the Golden State Pathways Program, or other STEM/tech areas.

SIGNATURES:

ON BEHALF OF OMI:

Independent Contractor:

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Dr. Mary Streshly  
Superintendent, Oakland Military Institute

Mark Basnage  
Independent Contractor

Date: 6/1/2023

Date: 6/1/2023