

**BUSINESS AGREEMENT  
FOR MARKETING SUPPORT & STUDENT RECRUITMENT**

THIS AGREEMENT is made and effective as of the 6<sup>th</sup> day of May, 2019 and is entered into by and between Ganas Academy, ("Client") and Ed Rodriguez ("Consultant").

**ARTICLE 1. TERM OF CONTRACT**

Section 1.01. This Agreement will become effective as of the date set forth above and will continue in effect until Client meets student enrollment capacity or July 1, 2019, whichever comes first.

**ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT**

Client seeks assistance and support from Consultant in the following areas (collectively the "Services");

- Student Recruitment of 75 students
- Identifying a different site (taking over an existing site elsewhere)
- PR support to change the anti-charter narrative and find supporters in the community
- Build partnerships in and around the city of Carson

**DESCRIPTION OF SERVICES:**

2.1 The Services will be performed by the Ed Rodriguez, Consultant. Consultant will use its best efforts to develop a high quality student recruitment efforts for Client and support with the PR – anti-charter narrative, as well as, attempt to identify a new site /take over an existing site in order to avoid a co-location.

CONSULTANT will be responsible for:

- Continue meeting with Client: to discuss, review, provide feedback, as well as, provide student recruitment updates to client a minimum of four times per week via email or phone call.
- Student Recruitment efforts in and around the Carson community
  - One attempt is to bus students from the community to Ganas Academy.
  - One attempt is to recruit students from in and around its co-location site.

**Student Recruitment Work Flow:**

**Consultant Will:**

- Recruit Students in the Community
- Distribute Flyers
- Engage parents in and around Carson
- Schedule Enrollment Events
- Schedule Enrollment Packet Completion Support Meetings between parents & Ganas staff.



**School Will:**

- Attend Enrollment Events
- Attend and assist parents fill out their matriculation packets in a common area (i.e. library) or at the students' homes.

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- (Other) Student Recruitment efforts in and around the Carson community may include:
  - Identifying a different site (taking over an existing site elsewhere)
- PR support to change the anti-charter narrative and find supporters in the community

## 2.2

CLIENT will be responsible for providing Consultant with any and all required documents listed below:

1. Print Copy of Marketing Materials
  - 2,500 Flyer at-hand at all times
  - 10 Community Banners
    - These will be placed in strategic places in the community to create a brand/presence of school
  - Delivery of 15,000 Door Hangers in and around the Carson Community (minimum 2 times in the next 50 days)
    - Client will design and contract with a professional to deliver these door hangers.
  - 250 Intent to Enroll Forms at hand at all times
  - 250 School Enrollment Packets at hand at all times
    - Provide a student enrollment packet & list of requirements (i.e. immunizations, etc.)
  - Other items Client wishes to share with Consultant (TBD)
2. Upon board approval, agree to the openness to take over a new local site if it becomes available
3. Client agrees that effective the execution of this contract, all students that enroll at Client school will be part of the Consultant's enrollment count: this is done to avoid confusion and conflict.

2.3 Client understands and agrees that a failure to fulfill any of these obligations by the due date stated in this sub section subjects this Agreement to immediate termination pursuant to Section 6.1 of this Agreement.

2.3.1. Consultant will request in-person/email all documents by April 29, 2019. (Section 2.2)

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2.3.2. Consultant will meet with Client by April 29, 2019 (in-person).

2.4 The services contracted for in this agreement are fully described under "DESCRIPTION OF SERVICES" Listed above. Additional attachments and projects agreed to by both parties may be added to this contract in the future, and all additional work agreed to and conducted between Consultant and Client will be subject to the conditions of this Agreement,

2.5 Consultant may provide Client with protocols for certain projects and Client agrees to follow such protocols. With respect to projects requiring the approval of third parties (grants, charter petition review, LCAP, LCAP Federal Addendum, WASC accreditation, etc.), Consultant does not guarantee that such projects will be approved. Consultant will make all reasonable efforts to submit high quality reports. However, Client understands that reporting requirements are subject to change.

**ARTICLE 3. FEES/PAYMENT:**

Client shall pay Consultant \$850 per student seeking to enroll –75 students.

Client shall pay Consultant the retainer sum of \$8,500 to initiate student recruitment campaign.

Effective the execution of this contract, all students that enroll at Client school will be part of the Consultant’s enrollment count: this is done to avoid confusion and conflict.

Consultant will invoice Client every time 5 students enroll at the school; with the exception of the retainer.

Number of Students	Invoice Amount
10	Retainer: \$8,500
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
5	\$4,250
Total: 75 Students	Total: \$63,750

In the event Consultant incurs any out of pocket expenses on behalf of Client, Client will promptly reimburse Consultant for such expenses. Consultant will obtain prior approval from Client in writing prior to any expense.

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**ARTICLE 4. INDEPENDENT CONTRACTOR**

The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party. Consultant acknowledges it is responsible for payment of all applicable income taxes related to the Services performed by Consultant.

**ARTICLE 5. INDEMNIFICATION**

Client indemnifies and agrees to defend and hold Consultant harmless from any liability relating to: Services rendered by Consultant, and projects/contracts that Client enters into with other parties, including but not limited to grant or donor contracts resulting from Consultant Services.

As part of the Professional Services, Consultant may be requested by Client to include as part of the work products contemplated by the Services certain materials or content, including copyrights and trademarks, furnished and provided by Client. Client agrees to indemnify and hold harmless Consultant for any claims, losses or damages (including reasonable attorney's fees and costs) for any third party claims that said Client materials (whether or not incorporated into the work products contemplated by the Services or used by Consultant infringed upon the copyrights, trademarks, trade dress, publicity rights, privacy rights and other rights of others or are in violation of law.

**ARTICLE 6. TERMINATION OF AGREEMENT**

**6.1 Termination on Occurrence of Stated Events.**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- 1. Bankruptcy or insolvency of either party;
- 2. Assignment of this Agreement without the consent of the other party;
- 3. Termination by either party at any time for any reason, effective upon receipt of written notice thereof.

**6.2 Termination.**

This Agreement may be terminated by either party upon Fifteen (15) days written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for fifteen (5) days following written notice from the non-breaching party specifying the breach; the business of the other party terminates; enters into voluntary or involuntary bankruptcy proceedings or similar proceedings under state law; or becomes insolvent or makes any assignment for the benefit of creditors.

Upon termination of this Agreement for any reason, the parties shall have no further obligations pursuant to the terms of the Agreement except as set forth in Articles 3, 4, 5, and 7.

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(Initials) Ed Rodriguez Ed Rodriguez

### **6.3 Withdrawal on Certain Projects**

Consultant reserves the right to withdraw from any project assignment if the Client's behavior is unacceptable to Consultant or the Client refuses (after repeated written requests) to provide necessary information or documents to allow Consultant to complete the assigned project.

### **6.4 Payment Upon Termination.**

In the event this Agreement is terminated prior to completion of a particular project, Client shall pay Consultant for all work performed prior to termination at the hourly rate of \$100/hour per associate contracted to do the student recruitment or \$8,500; whichever is more.

Client shall pay any balance due Consultant not later than 10 days after receipt of invoice

### **6.4 Late Payment.**

Invoices not paid within 10 days of date of invoice will bear interest at the greater of: 5% per month or the maximum interest rate permitted by law.

## **ARTICLE 7. GENERAL PROVISIONS**

7.1 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

7.2 Confidentiality. The parties hereby acknowledge that, as a result of their relationship, they will have access to each other's confidential information and will prepare and develop information concerning matters affecting or relating to their businesses, including but not limited to, operations, methods, students, student data, faculty, faculty issues, school procedures, curriculum, training methods, research materials (the "Confidential information"). The parties hereby agree that all Confidential Information is confidential and proprietary and a valuable, special and unique asset. Therefore, neither party shall, at any time or in any manner during the term of this Agreement, or any time thereafter, either directly or indirectly, divulge, disclose or communicate to any person or entity, in any manner whatsoever, any of the Confidential Information, except to those persons or entities who have a need to know such information in order to enable the continued, successful operation of the work performed under this Agreement.

7.3 Ownership of Intellectual Property.

7.3.1 All right, title and interest in and to any pre-existing copyrightable works and trademarks of Client shall remain the property of Client, whether or not supplied to Consultant.

7.3.2 Client agrees that any and all ideas, concepts, or other intellectual rights and property

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containing in any way the techniques, knowledge or processes of the Consultant services or Consultant products provided under this Agreement and other related Consultant agreements, whether or not developed for Client, are the exclusive property of Consultant. Consultant shall have the sole and exclusive right, title and ownership in and to the said technology. This section shall survive any termination of this Agreement.

7.3.3 Notwithstanding the foregoing Section 7.3.2, upon payment of all of the fees hereunder and subject to the other agreements which Client may have with Consultant, Client is granted a non-exclusive, perpetual, royalty-free license to use the work product resulting from the professional services rendered hereunder by Consultant for Client.

7.3.4 Client's interest in and obligations with respect to any programming, materials or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Consultant, shall be determined in accordance with the agreements and policies of such vendors

7.4 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

7.6 Entire Agreement; Modifications. No change, waiver or modification of any of this Agreement's provisions shall be effective unless in writing and signed by Consultant. This is the entire agreement concerning the Services Consultant will be performing and its compensation for such Services. Neither party is relying upon any representations or promises other than those expressly set forth in this Agreement.

7.7 No Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without prior written consent of Consultant.

7.8 Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego County before one arbitrator. The arbitration shall be administered by JAMS pursuant to its JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

7.9 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

7.10 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and

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not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

7.11 Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

7.12 Certain Sections Invalid. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

7.13 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement,

7.14 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

This Agreement shall be effective for all purposes as of the date first above written.

(Initials) Sakshi Jain Sakshi Jain

(Initials) Ed Rodriguez ER

Consultant:

Name: Ed Rodriguez  
[ed.rodriquez.oc@gmail.com](mailto:ed.rodriquez.oc@gmail.com)

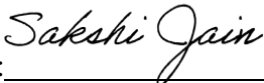
Signature: 

Date: May 6, 2019

**I HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

CLIENT:

Sakshi Jain, Founder  
GANAS Academy  
23536 Catskill Ave,  
Carson, CA 90745  
[sjain@ganasacademy.org](mailto:sjain@ganasacademy.org)

Signature:  Date: 5/7/19

(Initials) Sakshi Jain \_\_\_\_\_

(Initials) Ed Rodriguez 