

AGREEMENT FOR COMMUNICATION SERVICES

MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and **VMA COMMUNICATIONS, INC.**, hereinafter referred to as VMA, mutually agree as follows:


1. VMA shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT shall pay VMA a rate of \$170 per hour, with a minimum monthly retainer amount of \$3,000 per month, not to exceed \$8,500 per month or \$102,000 for VMA services during the period of this agreement, plus pre-approved reimbursements/expenses and out-of-scope service fees estimated at \$33,385 (total estimated cost is \$135,385), based on a Board-approved budget item, per California Education Code. For purposes of this agreement, **VMA services include message and content development, social media and digital marketing, newsletter content, branded newsblasts, crisis management, inclusion in California School News Report, and video/materials production management.**
3. All other services/items shall be considered out of scope and shall not be funded with the Board-approved budget item. Services that are considered out of scope include graphic design, web design, printing, mailing, photography, translations, social media boosts, and newspaper advertisement placement. If additional services are required, fees shall be approved at the time of DISTRICT's request.
4. This agreement shall be subject to the following conditions:
 - a. VMA shall submit an itemized invoice for services rendered, including dates of service and detailed expenses/reimbursables. Out-of-scope services and reimbursements will be billed separately. DISTRICT shall pay VMA within 30 days of receipt.
 - b. VMA shall be considered an independent consultant for the purpose of this agreement and not an employee of the DISTRICT. The DISTRICT shall not assume any liability for the payment of retirement benefits, Workers' Compensation Insurance or any other payments to VMA or any of VMA'S personnel performing service hereunder.
 - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
 - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
 - e. VMA shall maintain the confidentiality of all information received while performing said services.
 - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces. Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

5. This agreement shall be in effect July 1, 2019 through June 30, 2020. This agreement may be terminated by either party upon sixty (60) days' written notification.

6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT

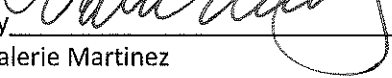
MONROVIA UNIFIED SCHOOL DISTRICT
325 E. Huntington Drive
Monrovia, CA 91016

By 
Katherine Fundukian Thorossian, Ed.D.
Superintendent of Schools

Date 6/26/19

VMA

VMA COMMUNICATIONS, INC.
243 Oberlin Ave
Claremont, CA 91711

By 
Valerie Martinez
CEO/President

Date 7/1/2019
Fed. ID 47-0901842