

Agreement for New Media Partners

This Agreement for a New Media Partner is entered into by and between the Rapides Parish School Board (hereinafter "School Board") and _____ (hereinafter "Media Partner"). This Agreement is effective as of the _____ day of _____, 20____, following joint signatures of the parties.

General Commitment

This Agreement establishes the terms and conditions under which the Media Partner will engage in event coverage, including but not limited to photography, videography, livestreaming, and related media production for District events, activities, and educational programs.

New Media Partner Acknowledgment

Media Partner understands and agrees that the School Board will only permit access to identified media partners on School Board premises during the school day under the following terms and conditions:

- a. Requests for interviews and access to School Board facilities must be submitted to the Office of Community Engagement.
- b. The Media Partner must provide a certificate verifying that a Criminal Background Check has been completed by Louisiana law enforcement authority within the past 12 months as required herein.
- c. The Media Partner agrees to make every reasonable effort to ensure that production does not disrupt any student or any staff member in carrying out his/her educational responsibilities. Media Partner agrees to refrain from entering classrooms and other instructional areas without consent of the principal/designee.
- d. The Media Partner agrees to respect the privacy rights of every person at the School, whether student, staff, or other individual.

Maintenance of Necessary Insurance

If in the performance of the Media Partner's operations or duties hereunder, Media Partner employees or personnel bring upon School Board property motor vehicles of any description, have any direct or collateral contact with students, in that event, the Media Partner will provide and maintain the following policies of insurance, naming Rapides Parish School Board as additional insured, and will provide the School Board with a certificate assuring said coverage, to-wit:

- a. A policy of general liability insurance with bodily injury limits of not less than \$1,000,000.00 of injury to any one person;
- b. The policy of fleet vehicular liability coverage with the non-owned vehicle endorsement with bodily injury limits of not less than \$300,000.00 to any one person;
- c. A policy of worker's compensation insurance or an approved certificate of Louisiana Worker's Compensation plan covering the Media Partner's operations in Louisiana;
- d. Certificate verifying the Media Partner and its employees are enrolled and covered by the Louisiana Medical Malpractice Act and that an underlying malpractice policy limit of \$500,000.00 is in full force and effect.

Indemnification (included in all Agreements)

The Media Partner agrees to protect, defend, indemnify, save and hold harmless the School Board and any and all subsections, departments, officers, agents, servants and employees thereof including volunteers from and against any and all claims, demands, expenses and liability arising out of damages, injury or death to any person or the damage, loss or destruction of any property which claims grow out of or arise from any act or omission of the Media Partner, its employees, agents or servants or volunteers, whether in tort, workers compensation, strict liability or otherwise, excluding only any liability arising solely from the negligence or fault of the School Board or its agents or employees. Should the School Board or any of its employees be presented with any claim for money or otherwise, the Media Partner agrees in addition to indemnification of said claims to assume the defense of and indemnify the School Board against any expenses for attorney fees, investigation or legal defense of said claims to the extent recited above.

Criminal Background Checks

If the employee or agents of the Media Partner have direct contact with Rapides Parish school students, the Media Partner will cause such persons to undergo a criminal history review conducted in accordance with R.S. 17:15 and will provide a copy of said review to the School Board prior to conducting any operations under this Agreement. The review shall be repeated every three (3) years.

Term and Termination

This Agreement shall begin on the effective date and shall terminate on May 30, 20____. Thereafter, the Agreement may be reviewed in writing signed by both parties, for additional one (1) year terms, each commencing upon the termination of the prior term.

Termination for Convenience

The Media Partner may terminate this Agreement, for any reason, by providing at least thirty (30) days' prior written notice to the other party.

Termination for Cause

The board may terminate the agreement without any delay for Media Partner violation of obligations or conditions of this agreement upon reasonable notice.

Construction of Agreement (applicable in all cases)

This Agreement shall not be construed as a partnership, joint venture or any other legal entity, nor shall it provide for stipulations of benefits to any third parties not a party to this Agreement. The obligations of indemnity and defense shall survive the termination of this Agreement; this Agreement shall be construed in accordance with Louisiana Law and any action to enforce this Agreement or any term thereof shall be brought in the Ninth Judicial District Court, Parish of Rapides, State of Louisiana.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement as effective on the date set forth in the first paragraph.

New Media Partner

By: _____

Name (Printed): _____

Title: _____

Date: _____

Rapides Parish School Board

By: _____

Name (Printed): _____

Title: _____

Date: _____