

## DIGITAL MEDIA POLICY AND CONSENT GUIDELINES FOR JA AREAS

In addition to the Volunteer Conduct Standards, Junior Achievement USA has developed a number of policies and agreements regarding the use of digital media for use by JA Areas. These policies and agreements are intended to ensure that proper standards are followed, appropriate consents and permissions are obtained, and intellectual property and other interests of JA are protected. These guidelines are intended to help JA Areas determine when each policy or agreement should be used. Any additional questions should be directed to JA USA.

### Digital Media Policy

**Who?** – This Policy should be signed by each JA Volunteer and by each JA Employee who will have digital interactions with JA Students. The Policy is available to JA Areas in standard format and clickwrap digital format.

**What?** – This Policy sets forth expectations and standards for digital interactions that JA Volunteers and JA Employees have with JA Students and others. This policy addresses social media usage and replaces the prior Social Media Policy. It also addresses online conduct, use of social media, unauthorized use of photos and videos, and management of official JA profiles.

**Why?** – More and more JA interactions are occurring digitally. This Policy is intended to protect JA Students and others by communicating JA's expectations for digital interactions to JA Volunteers and JA Employees. It also protects the JA brand by maintaining high standards for digital interactions.

### JA Volunteer Media Release and Consent

**Who?** – This Consent should be signed by each JA Volunteer. The Consent is available to JA Areas in standard format and clickwrap digital format. If the JA Volunteer is a minor, the parent/guardian of the JA Volunteer should also sign the Consent.

**What?** – This Consent authorizes Junior Achievement to use the name, image, and likeness of the JA Volunteer. It also grants JA a license to use any materials and content created and/or furnished by the JA Volunteer for use with JA programs and certifies that such materials are non-infringing.

**Why?** – JA Volunteers may appear in videos, livestream events or other media as part of their service as JA Volunteers, particularly now that many JA programs are occurring online. Volunteers enjoy a right of publicity that protects use of their name or image without their consent, and this Consent confirms that JA may use such videos and other media for any purpose related to JA. In addition, certain content and other materials created and/or furnished by the JA Volunteer for use with JA programs may be subject to copyright protection. This Consent provides JA with a license to use such materials and confirms that the volunteer is authorized to provide such materials for use by JA.

### Acknowledgement of JA Volunteer Policies

**Why?** – Because JA Volunteers are subject to multiple policies that require their written agreement, this Acknowledgement provides a high-level summary of each and a means to obtain the signature of the JA Volunteer in a single, one-page document.

**What?** – The Acknowledgement contains a short description of the Digital Media Policy, the JA Volunteer Media Release and Consent, and the Volunteer Conduct Standards. The Acknowledgement should be accompanied by a packet of, or link to, the most current version of each such document. The Acknowledgement is available to JA Areas in standard format and clickwrap digital format.

**Who?** – Each JA Volunteer should sign the Acknowledgement, and initial next to each description of the Digital Media Policy, the JA Volunteer Media Release and Consent, and the Volunteer Conduct Standards to confirm they received, reviewed, and agree to the terms of each document. Alternatively, each JA Volunteer may sign each of those documents separately. If the JA Volunteer is a minor, the parent/guardian of the JA Volunteer should also initial and sign the Acknowledgement.

### **JA Student Media Release and Parental & Guardian Consent**

**Who?** – This Consent is intended for JA Students and their parents/guardians and should be signed by each JA Student that participates in JA programs or events in a digital format. The Consent should also be signed by the parent/guardian of the JA Student. The Consent is available to JA Areas in standard format and clickwrap digital format.

**What?** – This Consent authorizes Junior Achievement to use the name, image, and likeness of the JA Student. It also grants JA a license to use any digital materials or other work product created and/or furnished by the JA Student in connection with JA programs and certifies that such work product is non-infringing. Lastly, it confirms consent of the parent/guardian for JA to collect and use JA Student information in accordance with JA’s Privacy Policy.

**Why?** – JA Students may appear in videos, livestream events or other media, and their personal information may be collected and used, as part of their participation in JA programs. Students enjoy rights of publicity, as well as privacy, and the Consent confirms that JA has student and parent/guardian permission to use such videos and other media for any purpose related to JA and to use student personal information in accordance with JA’s Privacy Policy. Digital materials or other work product created and/or furnished by the JA Student may be subject to copyright protection. The Consent provides JA with a license to use such work product and confirms that providing such work product for use by JA is authorized. Lastly, because JA may be collecting personal identifying information from students, the Consent confirms JA has permission to do so in compliance with JA’s Privacy Policy and relevant privacy laws.

### **JA IP Assignment**

**Who?** – This Agreement is intended for volunteers or third parties who provide content or work product to JA for JA’s use.

**What?** – This Agreement is intended to give JA all right, title, and interest in and to such content and work product and indemnifies JA if the content or work product infringes a third-party’s rights.

**Why?** – If JA specifically instructs or requests that a volunteer or third party create particular content or work product, it may be the parties’ intentions that JA would own that work. This Agreement would formalize that understanding, and gives JA the right to claim ownership, use, and protect that work going forward.

### **JA IP License**

**Who?** – This Agreement is intended for volunteers or third parties who provide content or work product to JA for JA’s use.

**What?** – This Agreement is intended to give JA a broad license to use such content and work product and indemnifies JA if the content or work product infringes a third-party’s rights.

**Why?** – Because JA does not typically pay monetary compensation to its volunteers or to third parties that create educational content for use by JA, sometimes these parties may prefer to keep ownership of the content as opposed

to assigning all rights to JA. If this is the case, JA should have a license confirming they have permission to use the work. This Agreement grants such permission and gives JA broad rights to use that work going forward.

## **COPPA Notification Letter**

**Who?** – This Letter is intended for school districts or educational institutions that partner with JA.

**What?** – The Children’s Online Privacy Protection Act (“COPPA”) allows “educational institutions” to provide consent on behalf of parents to online operators like JA. This letter confirms that schools and institutions that partner with JA are indeed providing such consent.

**Why?** – COPPA imposes certain requirements on operators of commercial websites or online services directed to children under 13. Although JA as a nonprofit organization is probably not subject to COPPA, JA makes a good faith effort to comply with COPPA. COPPA allows school districts and educational institutions to provide consent on behalf of parents to online operators like JA. This letter is intended to confirm that JA’s partner schools and institutions have obtained such consent, to help facilitate JA’s compliance with COPPA. For digital programs and events provided directly to JA Students without school involvement, JA Areas should confirm that the JA Student Media Release and Parental & Guardian Consent (described above) has been signed.

**Is there an option** if my JA Area school district or educational institution partner refuses to sign and wants students to use generic or unidentifiable student logins? -- If JA collects and uses student personal identifiable information that is protected by COPPA (e.g., students under 13), then JA must either obtain consent directly from a parent / guardian or JA must obtain consent from the school by using the COPPA Notification Letter. **If no student personal information is collected or used by JA, no COPPA letter or direct parent consent is required.**

**NOTE:** A generic login could limit evaluation data from a longitudinal perspective. However, within a program, if the student completes the pre/post survey, using a generic login, we will be able to match data.

**It is important for JA Areas to understand** that COPPA considers photos, videos, and audio recordings that contain a child’s image or voice to be personal information. So, if a child under 13 appears in a online program / event (livestream or recording) that requires consent under COPPA. For students over 13 it may require a right of privacy consent. This consent is obtained either through the COPPA Notification Letter or directly from a parent / guardian using the Student Media Release form.

### **What is included as student Personal Identifiable Information (PII)?**

- First and last name
- A home or other physical address including street name and name of a city or town
- Online contact information
- A screen or username that functions as online contact information
- A telephone number
- A Social Security number
- A persistent identifier that can be used to recognize a user over time and across different websites or online services
- A photograph, video, or audio file, where such file contains a child’s image or voice
- Geolocation information sufficient to identify street name and name of a city or town
- Information concerning the child or parents of that child that the operator collects online from the child and combines with an identifier described above

## **Digital Signatures; Parental Consents**

The Volunteer Conduct Standards, Digital Media Policy, JA Volunteer Media Release and Consent, Acknowledgement of JA Volunteer Policies, and JA Student Media Release and Parental & Guardian Consent are available to JA Areas in standard format and clickwrap digital format. Digital signatures should be obtained either through an authorized JA platform that records the full name and date of signature or using a recognized electronic signature solution that is legally compliant, such as AssureSign. Note that the clickwrap version provides alternative signature options for various digital signature platforms (for example, the “I Agree” or “Cancel” options may be embedded into some solutions, while others may require a typed digital signature). In both the standard and clickwrap digital formats, there is a signature block and/or certification for parents/guardians of students and minor volunteers.