

RAYTOWN SCHOOL DISTRICT

VOLUNTEER PHOTOGRAPHER AGREEMENT

This Agreement is entered into between //First Name// //Middle Initial// //Last Name// ("Volunteer") and the Raytown School District ("District").

- 1. Background Checks.** Volunteer agrees to obtain prior to the first day of service under this Agreement, and to maintain at all times while providing services, any credentials or qualifications that may be required to serve as a volunteer **in** the public schools of Missouri. Volunteer acknowledges that the ability to provide services under this Agreement is contingent upon Volunteer's maintenance of a clean criminal background check and a clean child abuse/neglect report, each of which must be satisfactory to the District in its judgment and at its sole discretion. In the event this Agreement constitutes Volunteer's initial service with the District or a return to service following separation for more than six months, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law.
- 2. Compliance.** Volunteer is subject to and agrees to comply with all policies, rules, regulations, procedures, duties, and requirements (collectively, "policies") applicable to his or her position, conduct, and performance as a Volunteer, as adopted by the Board of Education and as directed by the administration, as such policies currently exist or may hereafter be modified. By signing this Agreement, Volunteer acknowledges access to all performance standards, duties, requirements, policies, rules, regulation, and procedures of the District that are applicable to his or her position.
- 3. Confidentiality.** Volunteer acknowledges that during the performance of his or her duties, Volunteer may obtain access to confidential information regarding students and their families. Therefore, in addition to and without limiting the general obligations identified above, Volunteer further and specifically agrees to hold any information, whether oral or written, concerning any child or his or her family as confidential and privileged by law. Volunteer agrees not to disclose information without the proper authorization, in accordance with state and federal law, including but not limited to, the Missouri Safe Schools Act; the Missouri Open Meetings Act, Mo. Rev. Stat. § 610.010 et seq.; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and interagency agreements. Volunteer understands that release of information in oral or written form to any unauthorized person is prohibited and may be grounds for legal and/or disciplinary action including termination of this Agreement.
- 4. Permission.** Prior to disseminating photos via any medium, including but not limited to uploading the photo to social media platforms or websites or via other electronic communication formats, the Volunteer shall receive written approval from the District's Communications and Community Relations Department provided that the student subjects of said photos, or their parents/guardians, have not opted out of such disclosures under Board Policy JO-1. Failure to seek such approval shall result in termination of this Agreement.

Even with permission from the District to disseminate images, the Volunteer shall not post images of District students, staff, or facilities on any website or social media platform that contains images, video, written content or advertisements that would be in violation of District Board Policy KI, and which are:

1. Are obscene to minors.
2. Are libelous.
3. Are pervasively indecent or vulgar (secondary schools) or contain any indecent or vulgar language (elementary schools).
4. Advertise any product or service not permitted to minors by law.
5. Constitute insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion or ethnic origin).
6. Present a clear and present likelihood that, either because of their content or their manner of distribution, they will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities or will cause the commission of unlawful acts or the violation of lawful school procedures.

7. Promote or exhibit excessive or explicit violence (including web links).
5. **Prohibition on Commercial Use.** The Volunteer agrees they shall not use any photograph, video, likeness, name, or biographical information of any person for any commercial purpose without the express written permission of the District's Communications and Community Relations Department **and** the parent/guardian of the student.
6. **Termination.** This Agreement may be terminated at any time by Volunteer or by the District.

Volunteer's Signature

Date of Signature

Volunteer's Printed Name

Volunteer's Contact Telephone Number