

Student Agreement for Audio Recording Class Lectures As a Disability Accommodation

Under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act (ADA), public institutions of higher learning as part of a state or governmental entity must provide reasonable accommodations and access to services to students with disabilities and must not deny equal access to programs, courses and activities. For students with certain disabilities, allowing audio recordings of classroom lectures is a reasonable accommodation to supplement or substitute for note taking by the student. Disability Support Services (DSS) at each college is responsible for approving disability accommodations for students.

A general comment regarding students recording lectures may be available in the class syllabus. The instructor nonetheless is encouraged to discuss in class the general policies of audio recording class lectures. To comply with the Family Educational Rights and Privacy Act (FERPA), the instructor shall not announce or in any way identify the specific student(s) who are audio recording lectures as a disability accommodation. Students with concerns about recordings of class lectures are advised to discuss the concerns privately with the instructor.

A student receiving the disability accommodation of audio recording class lectures is required to read and agree by signature to the following provisions:

- I will only use the recordings of class lectures for my personal use in study and preparation for the class which is the subject of the disability accommodation.
- I will not share these recordings with any other person at any time whether or not that person is in my class with the exception of a transcriber for whom I am responsible for providing and may be required to type the lecture if needed for the accommodation.
- I will not, directly or indirectly, publish, sell, or use recorded class lectures for financial or other gain or profit in any medium, including but not limited to, social media sites such as YouTube, Instagram, Twitter and Facebook.
- I acknowledge that the recordings are governed by the College District policies and procedures, including but not limited to the Student Code of Conduct on Academic Integrity and Non-Academic Misconduct.
- I will record only the voice of the instructor or lecturer; I will not record the voices of other students in separate discussion or study sessions.
- I will erase, delete or otherwise destroy each class lecture I have recorded within two weeks after the end of the semester.
- I will not videotape or otherwise visually record any instructor or the lecture without the prior consent of the instructor.
- I will not record through the use of my cellphone or other electronic device any instructor or the lecture without the consent of the instructor.

Instructors shall grant permission for electronic or mechanical audio recording of lectures to any student who has been approved for such as a disability accommodation by DSS. Any concerns or disagreement about the disability accommodation of audio recording class lectures should be addressed to DSS immediately for resolution.

Violating this agreement may result in the withdrawal of the authorization to audio record class lectures, a review of this accommodation or similar services in the future, and/or enforcement of applicable procedures, including but not limited to the Student Code of Conduct on Academic Integrity and Non-Academic Misconduct.

I, the student, agree to the terms of this agreement and to comply with this agreement.

Student signature: _____ Date: _____

Student Printed Name: _____

Student ID # _____

Semester for which audio recording of class lectures is approved by DSS: _____

College at which the disability accommodation applies: _____

Course(s) for which audio recording of class lectures is approved by DSS:

Course #: _____ Instructor: _____

Permission to record for this course expires on: _____

Course #: _____ Instructor: _____

Permission to record for this course expires on: _____

Course #: _____ Instructor: _____

Permission to record for this course expires on: _____

Course #: _____ Instructor: _____

Permission to record for this course expires on: _____

Course #: _____ Instructor: _____

Permission to record for this course expires on: _____

Signature of DSS representative: _____

Date: _____

Printed Name of DSS representative: _____