

## **Classroom Audio Recording Agreement for Student and Instructor**

Pursuant to the Americans with Disabilities Act, as Amended and Section 504 of the 1973 Rehabilitation Act, Southern Adventist University must provide reasonable accommodations to a student's known disability and may not deny equal access to the University's programs, courses and activities. Section 504 specifically identifies a tape recorder an auxiliary aid, as stated in 34 C.F.R. 104.44(b): "A recipient ... may not impose upon handicapped students other rules, such as the prohibition of tape recorders in classrooms ..., that have the effect of limiting the participation of handicapped students in the recipient's education program or activity." Audio recorders are therefore a legitimate auxiliary aid to supplement or substitute note taking for some students with disabilities.

At the same time, faculty have the right to require a student who uses a tape or other audio device as an accommodation, to sign an agreement regarding the use of the recordings. For the purposes of this Agreement, a recording shall consist of: an audio replication recorded on devices including, but not limited to: audio recorders, tape recorders, cellular phones, MP3 players, computers, Smartpens® and other handheld devices that record sound.

### **Student Agreement**

I \_\_\_\_\_, state that I have been permitted, as a reasonable accommodation to audio record lectures and discussions in the following course:

\_\_\_\_\_

Course Number

\_\_\_\_\_

Course Name

I understand that faculty has an intellectual property interest in class lectures and I agree not to infringe this right in any way. I agree that I will use these audio recordings only for my own academic use during this course, and that I will not copy, reproduce, broadcast, upload, transcribe, share, or release any part of these recordings, or use the recordings for any purpose other than my academic work in this course. I also understand that the faculty member and students have privacy rights and I agree that I will not violate those rights by using audio recording in any manner other than for my own personal study in this course. I also understand that any other use, commercial or otherwise, may subject me to disciplinary action by the University and/or subject me to liability under copyright laws and/or civil litigation. At the conclusion of the semester, I agree to destroy all recordings.

Signed: \_\_\_\_\_

Student

\_\_\_\_\_

Date

## Instructor Permission

The undersigned professor has given permission for the enrolled student named above to make an audio recording of portions or all of the class session from the date stated above until the end of the course.

*A note about classes that involve self-disclosure from students:*

In some cases, instructors may object to the use of an audio-recording device in classes (or portions of classes) that involve personal discussion and self-disclosure by students, fearing that audio recorders will inhibit the free exchange of information and potentially violate students' right to privacy. Because, however, the use of a recording device is necessary as a substitute for note-taking by the accommodated student, it would be unfair to require the accommodated student to stop recording while allowing other students to continue taking notes. Therefore at the discretion of the instructor both note taking and audio recording may be prohibited during classes or portions of classes which involve personal discussion and self-disclosure. As an alternative in such cases, the accommodated student may need to be provided with copies of notes made by a designated note taker. Such notes should refer only to principles, theories, and techniques demonstrated within the context of those discussions, and not to specific content or personal details that may have been shared in such a forum.

Signed: \_\_\_\_\_  
Student Date

Signed: \_\_\_\_\_  
Faculty Date

\_\_\_\_\_  
Course Number Course Name

Please return this original signed form to Disability Support Services