



TUS

**Technological University of the Shannon:
Midlands Midwest**

Ollscoil Teicneolaíochta na Sionainne:
Lár Tíre Iarthar Láir

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**TUS Policy for the Provision of Lecture Recording as a
Reasonable Accommodation 2023 - 2028**



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1.0 Introduction

The Technological University of the Shannon (TUS) Strategic Plan 2023 - 2026^[1] recognises “*power of education for all in tackling societal challenges and developing innovative graduates that make a tangible difference to our region and the wider world. Through our active learning approach, progression pathways and alternative routes to education, we will improve the accessibility and progression in education across our region and beyond, whilst challenging our learners to achieve their highest potential*”.

TUS is cognisant of its obligations under the *Disability Act 2005*^[2] and the *Equal Status Acts 2000-2015*^[3], and is committed to fulfilling its obligations to students with disabilities in providing them with reasonable accommodation on disability-related grounds.

The United Nations Convention on the Rights of Persons with Disabilities, ratified by Ireland in 2018, states that “*Parties shall ensure that persons with disabilities are able to access general tertiary education, vocational training, adult education and life-long learning without discrimination and on an equal basis with others. To this end, stated parties shall ensure that reasonable accommodation is provided to persons with disabilities*”^[4].

The TUS Student Reasonable Accommodation Policy 2022-2025^[5] states that “*TUS will take all reasonable actions to support students across the full range of their disabilities/specific learning difficulties/ongoing health conditions, including but not limited to: sensory and physical disabilities, specific learning difficulties, mental health conditions, significant ongoing illness, and students with Autism*”.

2.0 Scope of this Policy

This policy has been developed for Student(s) who are registered with the TUS Disability Service and assessed as requiring lecture recording, or equivalent, as a reasonable accommodation and as a fundamental learning resource to necessitate equitable access to their education. TUS facilitates the right to lecture recording as a reasonable accommodation in accordance with Statutory obligations^[2,3] and the TUS Student Reasonable Accommodation Policy 2022-2025^[5]. The student will have provided TUS with evidence of disability documentation, completed by external relevant professional(s) (for example, Medical Consultant, Educational Psychologists, Psychiatrist, Paediatrician, Speech and Language Therapist and/or equivalent).

This Policy defines the process that is initiated and enabled for student's availing of Lecture Recording as a specified reasonable accommodation to enable their engagement in their programme of study and learning with the provision of lecture recording as a reasonable accommodation. The policy also identifies the process that must be followed by such students to access this specific reasonable accommodation and specifies the Terms of Agreement for Recording of Lectures as a Reasonable Accommodation that must be adhered to when the facility is approved.

3.0 Lecture Recording as a Reasonable Accommodation

To avail of lecture recording, or equivalent, as a reasonable accommodation, a student with a disability must first have registered with the Disability Service at TUS and have undertaken a detailed assessment process by relevant professionals to determine their specific requirements. Where this assessment determines that lecture recording is necessary as a reasonable accommodation, and where the student requests that this accommodation be put in place, the TUS Disability Service and the University shall assist the student accordingly.

- a) The TUS Disability Service shall send written notification to the relevant Head of Department and provide them with a Terms of Agreement for Recording of Lectures as a Reasonable Accommodation (Appendix 1).
- b) The Head of Department shall forward a copy of the written notification to the relevant lecturer(s) and request that the lecturer consider how best to fulfil the request. This would need to be done at the start of each semester and/or where a new lecturer is appointed.
- c) The relevant Lecturer is requested to offer one of the following options to best fulfil the request for lecture recording as a reasonable accommodation:
 - permitting the student to make audio recordings in accordance with this policy and the Terms of Agreement for Recording of Lectures as a Reasonable Accommodation therein;
 - providing video and/or audio recordings of the lecture/class captured by the lecturer themselves;
 - providing an electronic copy of the class slides/notes with an audio recording of the lecturer's comments in class;
 - providing a copy of the class presentation/slides or class notes with a reasonable transcript of the lecturer's comments in class.
- d) At their discretion, the Lecturer shall decide which form of reasonable accommodation shall be provided and inform the student accordingly.

- e) The student must complete and comply with the *Process for Availing of Lecture Recording as a Reasonable Accommodation* as described in Section 4 of this policy and adhere to the *Terms of Agreement* outlined in Section 5 of this policy.
- f) If a student has been granted permission to record lectures/classes, the relevant Lecturer shall advise students of instances where copyright is held by a third party (e.g. *YouTube Video*) and recordings may not be made.
- g) In line with GDPR obligations the lecturer should make every effort to protect the privacy of a student who has been granted the reasonable accommodations.
- h) The copyright and intellectual property rights of teaching materials is not altered should lectures/classes be recorded.

4.0 Student Process for Availing of Lecture Recording as a Reasonable Accommodation

A student seeking to record lectures in the context of reasonable accommodation must do so in accordance with the following process:

- a) A student must be registered with the Disability Service at TUS, be permitted formally to record lectures as a reasonable accommodation and must adhere to the terms of agreement, as specified in Section 5 related to this policy.
- b) A student assessed as eligible for the reasonable accommodation to record lectures must read and sign the *Terms of Agreement for Recording Lectures* (Appendix 2).
- c) A student assessed by the TUS Disability Service as eligible for this reasonable accommodation must provide the relevant lecturer with a copy of the 'Letter of Notification for lecture recording as a reasonable accommodation' (Appendix 1) and agree with the lecturer the commencement date from which they will be availing of their lecture recording to support their learning.
- d) A lecturer may indicate that any particular lecture was not a suitable lecture for audio recording.
- e) In certain circumstances, a lecturer may request the student to delete the recording made. This situation would most likely apply in relation to data protection and a planned, and/or otherwise accidental release of personal data.

5.0 Terms of Agreement for A Student's Recording of Lectures as a Reasonable Accommodation

A Student recording lectures must comply with the following Terms of Agreement for Recording of Lectures as a Reasonable Accommodation:

- a) Students granted permission to record lectures/classes as a reasonable accommodation must read and familiarise themselves with this Policy and Terms of Agreement for Recording of Lectures as a Reasonable Accommodation.
- b) Students recording lectures must accept and sign Terms of Agreement for Recording Lectures as a Reasonable Accommodation, as outlined in Appendix 2 and comply with the conditions laid out in the Agreement.
- c) Recording of lectures/classes, or segments therein, is not permitted where copyright is held by a third party.
- d) The recordings are only for use by the student to support their own learning. Please see Appendix 2 – Terms of Agreement.
- e) Only digital audio recordings may be made by a student using a dedicated resource belonging to the TUS Disability Service.
- f) Recordings of in-class student discussions and presentations are not permitted
- g) Lecture/class recordings may not be reproduced, transferred, exchanged, distributed, or displayed in any public or commercial manner. In this context, the following is strictly prohibited:
 - the copying, by any means, of recorded lectures/classes
 - the passing of recorded lectures/classes to other students or any other third party
 - the posting/displaying of recorded lectures/classes on any public forum including the internet, any social media, electronic, or external channel(s).
- h) Students may not record lectures/classes on behalf of another student or any third party.
- i) Students who are in breach of these Terms of Agreement for Recording of Lectures as a Reasonable Accommodation may be subject to further disciplinary measures under the TUS Code of Conduct and Discipline 2022-2025(5) and may have their right to record lectures/classes rescinded.

- j) Students are reminded that covert audio and /or visual recording of lectures/classes is strictly prohibited and will be treated as a serious disciplinary matter.
- k) Where access is granted to an audio recording resource, the Student's recording account will be deactivated upon completion of their studies in TUS (For students using a digital audio recording device, they shall return the device to the TUS Disability Service at the end of their requirement to record lectures/classes or when requested to do so by the TUS Disability Service).
- l) The recording remains the intellectual property of the lecturer, who has a right to ask for a copy of the recording and/or to listen to the recording on the student's recording device.
- m) Recorded material may only be retained for the purpose and duration of the course of study. It must be deleted when the student has completed the course.

6.0 References

- 1) TUS Strategic Plan 2023 to 2026 [TUS Strategic Plan 2023 - 2026](#)
- 2) Disability Act 2005,
<http://www.irishstatutebook.ie/eli/2005/act/14/enacted/en/pdf>
- 3) Equal Status Acts 2000-2015,
<http://www.irishstatutebook.ie/eli/2000/act/8/enacted/en/html>
- 4) United Nations Convention on the Rights of Persons with Disabilities.
<https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities.html>
- 5) TUS Student Reasonable Accommodation Policy 2022-2025 [TUS-Student-Reasonable-Accommodation-Policy-2022---2025.pdf](#)
- 6) TUS Code of Conduct and Discipline 2022-2025 [1_TUS-Student-Code-of-Conduct-and-Discipline-2022-2025.pdf](#)

Appendix 1:

Letter of Notification for Recording of Lectures as a Reasonable Accommodation



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This letter is valid for all years of study: From: __/__/__ To: __/__/__

To Whom It May Concern,

_____ is registered with the Disability Service at TUS.

STUDENT NAME

In order to fully participate in their course, it is necessary for this student to receive a Lecture Recording as a Reasonable Accommodation in accordance with the TUS Reasonable Accommodation Policy 2022 – 2025, and the TUS Policy for the Provision of Lecture Recording as a Reasonable Accommodation 2023-2028. This facility will enable this student to make their own supporting notes and enhance their ability to process the information.

I would appreciate if this assistance could be provided for the current academic year and for the duration of this student's time at TUS as this is a fundamental learning support. I have retained a copy of the student's signed Terms of Agreement for Recording of Lectures as a Reasonable Accommodation on file – this document can be made available to you at your request. This letter of notification is valid for the duration of student's studies.

Please feel free to contact me should you require any further clarification.

Yours sincerely,

Signature of Disability Officer

Date: ____/____/____

Appendix 2:

Terms of Agreement for a Student Recording of Lectures as a Reasonable Accommodation



I _____ confirm that any recordings of lectures which I
Student name
obtain from lecturers in my Department are for the sole purpose of helping me in my current studies.

I will comply with the following Terms of Agreement for Recording of Lectures as a Reasonable Accommodation:

- a) Students granted permission to record lectures/classes as a reasonable accommodation must read and familiarise themselves with this Policy and Terms of Agreement for Recording of Lectures as a Reasonable Accommodation
- b) Students recording lectures must accept and sign Terms of Agreement for Recording Lectures detailed in Appendix 2 and comply with the conditions laid out in these Terms of Agreement for Recording of Lectures as a Reasonable Accommodation
- c) Recording of lectures/classes, or segments therein, is not permitted where copyright is held by a third party
- d) Only digital audio recordings may be made by a student using a dedicated device belonging to the TUS Disability Service
- e) Recordings of in-class student discussions and presentations are not permitted
- f) Lecture/class recordings may not be reproduced, transferred, exchanged, distributed, or displayed in any public or commercial manner. In this context, the following is strictly prohibited:
 - the copying, by any means, of recorded lectures/classes
 - the passing of recorded lectures/classes to other students or any other third party
 - the posting/displaying of recorded lectures/classes on any public forum including the internet and all electronic fora
- g) Students may not record lectures/classes on behalf of another student or any third party

- h) Students who are in breach of these Terms of Agreement for Recording of Lectures as a Reasonable Accommodation may be subject to further disciplinary measures under the TUS Code of Conduct and Discipline (5) and may have their right to record lectures/classes rescinded
- i) Students are reminded that covert audio and/or visual recording of lectures/classes is strictly prohibited and will be treated as a serious disciplinary matter
- j) Where access is granted to an audio recording resource, the Student's recording account will be deactivated upon completion of their studies in TUS. For students using a digital audio recording device, they shall return the device to the TUS Disability Service at the end of their requirement to record lectures/classes or when requested to do so by the TUS Disability Service.

I accept that this is an official agreement between myself and TUS.

X

Signature of Student

Date: ____/____/____

Signature of TUS Disability Service

Date: ____/____/____