

# **West Texas Telecommunications Consortium**

**(WTTC)**

## **Guidelines for Distance Education Course Delivery**

R-04/24/2001

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## Operating Procedures

### ***System Failure***

- Technical:** If a system is not working, the local ISD should go through the **Troubleshooting Checklist** to try and identify the problem. If the system is still not working, call Steve Simoneau (915) 675-8662 or Tommy Bearden (915) 675 8668 at Region XIV. Region XIV will work with TSTC to troubleshoot T1 lines.
- Instructional:** A generic lesson plan (similar to a substitute folder) should be ready at any time so that instruction can continue. All sites will have telephones, fax machines, and a connection to the Internet. If there is a system failure, contact can be made using phone, fax, or email. The generic lesson plan can be used in an emergency situation.

### ***Videotaping***

- Standards:** All participants in a videoconference must sign a **Participant Waiver** indicating that they know they might be videotaped. All guests in a videoconference must be "noted" for the record. For example, if a class has a guest in the room (such as an administrator) the guest must be announced. Videotaping student classes will be addressed in the **Student Contract**. Board Policies *FNG (LEGAL)*, *FM (LEGAL)*, and *EHA (LEGAL)* address Parental Consent and Consent Not Required for videotaping and audiotaping. These policies will be adhered to. (*Education Code 26.006*)
- Taping Classes:** The sending site will videotape sessions, if the system is down or as necessary, which can then be used by remote sites on an "emergency basis." The sending site will make duplicates to send to receiving districts if needed. Receiving districts can video tape a class or session with the instructor's permission. Viewing of taped classes should be restricted to those classes that are participating.
- Keeping Tapes:** Class videos can be kept for only one grading period and then will be erased. Instructors maintain the rights to the tapes.
- Parental Viewing:** Parents will have the same visitation rights for distance learning classes as they do for non-distance learning classes. Videos are meant for teaching purposes only.
- Training Videos:** Training videos will be kept, as needed, for training purposes.
- Audio Taping:** Students must have the instructor's permission to audiotape classes.

## ***Assignments/Grading/Testing***

- Facilitator:** Each local site is responsible for appointing a person to facilitate remote classrooms. Facilitator responsibilities include the following: receiving and distributing grades, distribution of materials, collecting assignments, and helping with discipline. Teachers will communicate with facilitators their expectations through the **Instructor/Facilitator Contract**. This contract is not "standard" and will be developed by each Instructor. Instructors are responsible for grading all materials.
- Missed Classes:** Students will be required to make up all missed work just as they would in any class. The sending teacher will determine the assignments and dates in which they are due. If the lesson has been taped, the students can view that video at school under supervision. Special provisions for viewing tapes can be made for those students who are homebound due to a long-term illness.
- District-to-District:** The sending teacher is responsible for the whole course package including but not limited to grading, testing, awarding credit, and communicating with parents. This includes notifying parents of unsatisfactory performance in a foundation curriculum subject at least every 3 weeks (see Board *Policy EIA (LEGAL)*, *Education Code 28.022.*) The grading policy of the sending district will be used to determine grades.
- College-to-District:** The instructor is responsible for the whole course package including but not limited to grading, testing, and awarding credit. These instructors will assign grades at the end of the semester. The grading policy of the sending instructor will be used to determine grades.

## ***Copyright Issues***

Each instructor will sign a **Copyright Policy/Procedure Agreement**. This policy will include the provisions listed in Board Policy *EFE (LEGAL)*; reference 17 U.S.C. 106, 107, & 110.

## ***UIL Guidelines***

- District-to-District:** The teacher must provide (in writing) to the receiving districts a notice of student progress according to district and UIL guidelines. Grade reporting and three week notices will be based upon the sending districts calendar. Students are passing unless the district is notified otherwise from the instructor.
- College-to-District:** High school students at remote sites are considered college students if they are enrolled in a college course. College/university personnel only report grades at the end of the semester and do not provide "fail" notices to districts. All districts that

receive college classes are encouraged to seek local school board approval and file the appropriate documentation with UIL in order to exempt college courses from UIL 'no pass-no play' guidelines.

### ***Students With Special Needs***

Sending and receiving sites will meet specifications decided upon by the ARD committee. The following areas must be met according to federal law:

- IEP Specifications
- Modifications of facilities for physically disabled students
- 504

Each site is responsible for facilitating all special education & 504 modifications, [Board Policy *EHBA (LEGAL)*]. The sending school will ensure that instruction is to be delivered in multiple modalities.

### ***Evaluation and Feedback***

**District:** The instructor/facilitator for each class will be evaluated by their own institution according to the local district/college instrument used for evaluation.

**Outside Feedback:** An "Open-Door-Policy" is suggested for this program. Feedback from students, administrators, other teachers, and parents is welcome by using the **Feedback Form**. Region XIV at the end of each school year will conduct an annual evaluation of the distance education program.

## **Materials**

### ***Transporting***

The sending district will decide on the best method for transporting graded materials and/or tests. This method will be communicated with the Site Facilitator at each site. Each district would be responsible for the costs of transporting materials. Confidentiality of student information/grades will be maintained as established in Board Policy *FL (LEGAL)*.

### ***Books/Materials***

Each district will be responsible for securing and paying for books for their students. The district teaching the course could also "loan" books to those districts receiving the course. Books & other course materials required for college courses should be purchased by the student unless otherwise determined by the district.

### **Lab Materials (District-to-District)**

**District-to-District:** Each district is responsible for securing and paying for lab materials.

**College-to-District:** Each student is responsible for securing and paying for lab materials.

### **Copyright**

All copyright laws must be followed including the provisions listed in Board Policy *EFE (LEGAL)*, reference 17 U.S.C. 106, 107, & 110.

### **Fees**

#### **District-to-District**

The following are the recommended fees to be charged for District-to-District instruction for a full year (1 credit) course. For semester courses (½ credit), the fee would be one half the total fee. These fees are for the number of students enrolled in each section of a course.

<b>Annual Fee:</b>	<b>Total</b>	<b>Instructor/District</b>
1-2 Students	\$1900	\$1800/\$100
3-4 Students	\$2300	\$2000/\$300
5 Students	\$2700	\$2200/\$500
6-10 Students	\$3200	\$2600/\$600
11-15 Students	\$3700	\$3000/\$700
15 + Students	\$4200	\$3400/\$800

<b>Semester Fee:</b>	<b>Total</b>	<b>Instructor/District</b>
1-2 Student	\$950	\$900/\$50
3-4 Students	\$1150	\$1000/\$150
5 Students	\$1350	\$1100/\$250
6-10 Students	\$1600	\$1300/\$300
11-15 Students	\$1850	\$1500/\$350
15 + Students	\$2100	\$1700/\$400

<b>Six Weeks Fee:</b>		
1-2 Student	\$317	\$300/\$17.00
3-4 Students	\$384	\$334/\$50
5 Students	\$450	\$367/\$83
6-10 Students	\$534	\$434/\$100
11-15 Students	\$617	\$500/\$117
15 + Students	\$700	\$567/\$133

**Minimum Fee:**

The instructor is entitled to a minimum DL fee of \$250 for a single student if the student was enrolled and then withdrew from a DL course after the tenth (10<sup>th</sup>) instructional day.

**Snapshot Dates**

On the last instructional day of each six weeks grading period, (based upon the sending districts calendar) each receiving district will record the number of students they have enrolled in the DL course. At the end of the semester, receiving districts will report enrollments by six weeks grading periods to the originating districts.

**Enrollment Fluctuations**

The snapshot date enrollment figures determine student enrollment during a six weeks grading period, regardless of enrollment fluctuations during the grading period.

**Invoice Process**

Originating districts will invoice receiving districts upon receipt of enrollment data following the snapshot dates. Receiving districts will be invoiced each semester based upon DL enrollment data submitted by the receiving district.

**DL Teaching Stipend Payment**

DL instructors should be paid their DL stipend by semester, in one lump sum during the first pay period that immediately follows the end of each semester.

**Multipoint Connections**

In a multipoint connection, the fees for each receiving district are determined by their respective student enrollments on the snapshot date. DL fees are not reduced in multipoint connections.

**Connection Limits/Numbers**

Originating districts may limit the number of connections (receiving sites) and the number of students enrolled at the receiving sites.

**Annual Review**

The WTTC recommended District to District Fees will be reviewed at least annually.

***College-to-District***

Students taking college courses will pay the colleges tuition and fees unless otherwise determined by the district.

***Facilitator Pay***

Each district is responsible for compensating their site facilitator(s).

## ***Refunds***

District-to-District: There will be no refunds for "fees" paid by a receiving district. Receiving districts must pay providing districts based on enrollment on the 10<sup>th</sup> day of class. In addition, receiving districts are responsible for paying providing districts for any students who might transfer into that class at any point during the school year.

College-to-District: Refunds for college classes will be determined by that particular college's rules. Students are responsible for obtaining a college/university academic calendar that will include information such as add/drop deadlines, refund policies, etc.

## ***Lab Fees***

District-to-District: Each district is responsible for purchasing any lab materials that are required for instruction.

College-to-District: Each student is responsible for purchasing any lab materials that are required for instruction and for paying for any associated fees.

## **Discipline**

### ***Reporting***

Each ISD will handle its own discipline problems. If a student of a teacher at a remote site is becoming a behavior problem, the instructor should ask the facilitator at that site to inform the appropriate campus administrator about the problem.

### ***Removal***

The instructor/facilitator have the authority to remove a student from the classroom within the guidelines of the student's home district's board adopted Student Code of Conduct. (See Board Policy *FO (LEGAL)* for more information.) Receiving districts will provide sending districts with a copy of their Student Code of Conduct upon request.

### ***Disciplinary Action***

Disciplinary action will be taken based upon each districts policy. If there is a conflict between district and college/university policy regarding the discipline of a high school student, the local ISD policy will have precedence.



## ***Dress Code***

Students will follow the dress code that their district as adopted by their home district/college.

## ***Attendance***

The local ISD's attendance policy will be followed. If the class is a dual enrollment course, the college/university policy concerning attendance and awarding of credit will also be followed.

## ***Waivers***

Students and parents will sign a **Student Contract**. Each form will require a student, parent, and teacher/facilitator signature.

## ***Communication***

### ***Orientation***

It is recommended that orientation sessions be conducted for students and their parents who have not previously experienced distance education. Orientation topics should include local policies and an explanation/demonstration of the distance education equipment.

### ***Community***

Newsletters and flyers will be developed locally to announce courses being offered with details such as cost, meeting times, course description, and procedures for enrolling. High school students will have first priority over community members for enrolling in college courses that have an established maximum enrollment. Orientation sessions for the community should be scheduled to discuss their options for participation.

## ***Acceptable Use Policy***

### ***Student Use***

Acceptable use and behavior in a distance learning classroom will be addressed in the **Student Contract**. Local ISD's can develop additional forms that students need to sign.

## ***Course Information***

### ***Number of Students/Connections***

The sending district may establish the maximum number of students a receiving district may enroll and the maximum number of connections. Sending districts should consider the instructors experience when establishing the number of connections.

### ***Collaborative Effort***

All sending districts and colleges are encouraged to help provide classes to receiving districts based upon their anticipated curriculum needs.

### ***Dual Credit Courses***

All dual credit courses provided by colleges/universities must meet or exceed the TEKS.

### ***Tutoring:***

As necessary, tutoring will be provided by the sending district at times agreed upon by the sending and receiving districts. Tutoring can be delivered by other electronic means or by other teachers at the local site.

### ***Prerequisites***

District-to-District: Each sending school will establish a pre-registration process. Information about the course with the prerequisites listed will be available to receiving districts so that they can screen students to help ensure the appropriate placement.

College-to-District: Students must meet the college/university requirements for enrolling in a course. This includes being admitted to the college/university.

## **Course Scheduling and Registration**

### ***Master Schedule***

SENDING schools will set their schedules and RECEIVING schools will abide by the schedules of the SENDING schools and make necessary adjustments to their campus schedules or to the individual student schedules.

Starting/Ending: If the sending school begins school earlier or ends school later than the receiving school, the students at the receiving school would be expected to attend class. This must be stated in the student contract. Receiving schools will need to provide a facilitator on days that there are students in the Distance Learning Lab even though their school may not be in session.

- Days "Off":** If a SENDING school is out for a holiday, workday, etc., the receiving district/school will be responsible for monitoring students who are enrolled in a Distance Learning Class that will not be meeting because the SENDING school is not in session.
- Special Events:** Special Events such as pep rallies, assemblies, standardized testing, etc. that might cause a disruption in the delivery of the course will be managed case-by-case by local administration of the receiving district. However, each student is responsible for missed work.
- Communication:** Facilitators and teachers will need to schedule Distance Learning meetings to discuss issues, special events, grades, etc.
- College Courses:** Students are responsible for obtaining and adhering to a college/university academic calendar which will include starting/ending dates, exam schedules, add/drop dates, etc.

### ***Special Schedule Considerations***

Districts are encouraged to work together to meet their student needs. Region XIV will develop master schedules for high school to high school and college courses. Sending institutions are encouraged to provide information about their classes to Region XIV as soon as the information is available.

### ***Registration***

Colleges/universities will schedule registrations dates for college level classes. When feasible, centrally located sites within one geographic region might be utilized for registration. College registration could also be conducted using interactive video equipment.

Receiving high schools will register students directly with sending high schools. It is critical that the SENDING schools not change the schedules of their Distance Learning Classes once they have been sent to Region XIV. If a change is necessary, inform Region XIV as soon as possible.

### **Grade Reporting**

#### ***District-to-District***

SENDING schools must agree to send grades to receiving schools based upon predetermined dates.

### ***College-to-District***

If a student is getting dual-credit, it is the student's responsibility to provide the appropriate documentation of course completion to his/her high school in order to receive credit.

### ***Pass/Fail Notices (District-to-District)***

A student at a remote site is assumed to be passing unless a "fail" notice is given to the facilitator at that site. The SENDING school will report grades and three-week notices based upon their calendar. Sending districts are encouraged to work with receiving districts to establish procedures for grade reporting that will benefit students involved with distance education while at the same time be with in UIL eligibility regulations.

### ***Pass/Fail Notices (College-to-District)***

High school students at remote sites are considered college students if they are enrolled in a college course. College/university personnel only report grades at the end of the semester and do not provide "fail" notices to districts.

## **Instructor and Facilitator Information**

### ***Pre-Requisites for Instructor***

Instructors should have the credentials required by the sending school for credits offered and should have:

- Previous course experience
- \*Training on delivery of instruction through distance learning
- Favorable teaching evaluations for previous two years
- Basic communication/telecommunication skills
- Good organization skills
- Desire to participate

\* **Required**

### ***Pre-Requisites for Facilitator***

It is recommended that the facilitator in each classroom be a full-time adult employee of the receiving district. There is no need for the facilitator to have a professional credential. He/she must be trained on the distance learning equipment, and have basic communication/telecommunication skills. For facilitators placed in a lab situation, a certified teacher in a related field is recommended OR may be required based on AP guidelines.

### ***Responsibilities of Facilitator***

- Establish and promote communication between instructor and facilitator
- Monitor progress and involvement of students

- Attend distance learning training
- Collect and distribute materials
- Proctor tests
- Take attendance for district PEIMS purposes
- Follow routines and procedures set by instructor
- Operate distance learning equipment
- Be the first line of troubleshooting
- Meet local pass/fail notification deadlines and grade distribution policies

***Evaluation of Instructor/Facilitator***

Their employing institution will evaluate the instructor/facilitator for each class.

# Appendix Items

# STUDENT CONTRACT

**School District** \_\_\_\_\_

A Distance Learning network with two-way interactive audio/video teaching is a means for districts to provide low-incidence courses that normally would not be offered to students because of low enrollment or lack of qualified personnel. Because of the uniqueness of this type of delivery, certain standards are expected of students enrolling in these courses. This contract is intended to make both the students and the parents aware of the standards expected of students enrolling in such courses. As a student taking a Distance Learning Course, I agree to the following:

1. I will be on time to the class; I will remain in the classroom until the class period is completed.
2. I will have materials prepared as requested by the instructor.
3. I will work cooperatively with the instructor and with other students as requested by the instructor.
4. I will remain on task during the instructional period.
5. I will sit within the camera view at all times.
6. I will follow the local district code of conduct.
7. If this is a college course, I will be responsible for any college fees incurred.
8. If I am taking a college course and I am suspended, placed in an alternative program, or expelled, I MAY lose college credit.
9. I must attend classes based on the providing school's schedule and make up work/tests when absent.
10. If I am taking a college course, I will obtain information about the institution's academic calendar and adhere to the institution's policies and procedures.
11. My voice, physical presence, and participation in activities will be transmitted to distance learning sites and may be taped for future use in an educational setting. I hereby agree that transmission and taping of my voice, presence, and participation in these events will not be a violation of my personal rights and hereby release any claims for use of such.
12. Viewing of classes that are videotaped is for instructional purposes only and tapes may or may not be available.
13. I must obtain the instructor's permission before audio taping classes.

I have read and I understand the policy above and I agree to abide by the rules of this contract.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Teacher

## **Participant Waiver**

I understand that in a Distance Learning Classroom my voice, physical presence, and participation in activities will be transmitted to distance learning sites and may be taped for future use in an educational setting. I hereby agree that transmission and taping of my voice, presence, and participation in these events will not be a violation of my personal rights and hereby release any claims for use of such.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Feedback Form

Instructor(s): \_\_\_\_\_

Date of Event: \_\_\_\_\_

Title: \_\_\_\_\_

Location: \_\_\_\_\_

1. How well did the technology work? (e.g., clear picture, clear sound, etc.)

Not at all  
well

Very well

1      2      3      4      5

2. How effective was the content of the event?

Not at all  
effective

Very effective

1      2      3      4      5

3. What were you expecting to get out of this videoconference and did you get it?

4. What did you like about this technology?

5. What do you think the benefits are of this technology?

6. What did you not like about this technology?

7. What suggestions do you have for the presenter to make the event better?

8. How do you think learning new information using this medium compares to in-person, in-class presentations?

Comments:

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## Copyright Policy/Procedure Agreement

I am aware of the serious concerns related to copyright issues in distance learning. I agree to only use materials, which can be identified as

- My own origination or
- In the public domain or
- Copyright free or
- Acceptable to use based upon written permission obtained from the owner.
- Complying with fair-use guidelines.

I am responsible for understanding the Board Policy *EFE (LEGAL)* that refers to the rights and fair use of copyrighted material. I hereby agree that I will credit all sources and that I will hold ESC XI and the other RETN members harmless of actions related to my use of copyrighted materials.

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Signature

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Date

### Copyright Information

Having the technological capability to copy or reproduce a product does not give you the right to do it. Easy copying and distribution systems created by computers, e-mail, the Internet, and videoconferencing may give the impression that you may copy anything without penalty. This perception is false.

The following is the definition of the subject matter of copyright, from Section 102(a) of Title 17 of the United States Code. "Copyright protection [exists] in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works or authorship include the following categories:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works;
6. Motion pictures and other audiovisual works;
7. Sound recordings; and
8. Architectural works."

Do not use any of the aforementioned works without express permission of the author. However, portions may be used according to Fair Use limitations outlined in Section 107 of Title 17. Fair Use includes "purposes such as criticism, comment, news, reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use of a work in any particular case is a fair use the factors to be considered shall include

1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
1. The nature of the copyrighted work;
2. The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
3. The effect of the use upon the potential market for or value of the copyrighted work."

Internet Web site content and e-mail messages that copies Internet Web page content are considered literary works under copyright law. You may not copy printouts of Internet Web pages and distribute them at will, and you may not copy others' Web pages onto your Web site. You must have permission. You cannot copy a photo from a Web site and reproduce it without permission.

You cannot digitize pictures from books, either by scanning into computers or displaying in videoconferencing, without permission. In addition, computer screens are considered audiovisual works. Electronic presentations (such as PowerPoint) with parts of Web pages or other photos or graphics in them also fall under copyright protection guidelines.

Under no circumstances should you show a "home use only" video during a videoconference. This is considered an unlicensed broadcast of an audiovisual work.

You may not play music during a videoconference or video training session as background music or part of a lesson or presentation. To do so is considered an illegal broadcast. You may play music if it is public domain, if you have obtained written permission, or if your school or district has purchased ownership of duplication/broadcast rights.

This is not intended to be an exhaustive discussion of copyright law, but a guideline for you to consider as you prepare instructional materials. Remember - when in doubt, ask for permission.

For more information about copyright law, visit:

<http://www.libraries.psu.edu/mtss/fairuse/guidelinedoc.html>

**COPYRIGHT PERMISSION REQUEST**

REQUESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CLASS/PROGRAM TITLE: \_\_\_\_\_

**COPYRIGHT INFORMATION**

COMPANY NAME: \_\_\_\_\_ COMPANY CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

TITLE OF MATERIAL(S) REQUESTED:

\_\_\_\_\_

\_\_\_\_\_

REQUESTED DATES OF USE: \_\_\_\_\_

MATERIAL REQUESTED: (e.g. slide/photo/videocassette/film/audiocassette/book/newspaper/magazine)

ISBN: \_\_\_\_\_ Other: \_\_\_\_\_

MATERIALS WILL BE USED IN THE FOLLOWING MANNER: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

**COPYRIGHT PERMISSON (TO BE COMPLETED BY COMPANY REPRESENTATIVE)**

\_\_\_\_\_ hereby agrees and grants permission to \_\_\_\_\_ to broadcast and transmit the above-mentioned materials. The materials will only be used by students and instructors for the requested course/program and stated uses. Acknowledgement for the source for the materials should be given during and at the end of the program.

NAME (please print): \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

PLEASE FAX THIS BACK TO \_\_\_\_\_ AT ( ) \_\_\_\_\_

## Troubleshooting Checklist

Check local equipment in the following order:

1. System turned on properly \_\_\_\_\_
2. Check to make sure you are "dialed in". \_\_\_\_\_
3. All cables are secure and electrical connections are tight \_\_\_\_\_
4. Dialing is complete and a connection is made.
5. Is the problem video or audio? \_\_\_\_\_
6. Video –Check monitor for Power On \_\_\_\_\_
7. Video –Check cameras for on switch and having proper electrical connection \_\_\_\_\_
8. Video –Check to make sure the VCR "camera" is not selected. (This will cause black out on monitor so select camera one instead.) \_\_\_\_\_
9. Audio –Check the Mute/Audio. (This is a toggle off/on.) \_\_\_\_\_
10. Audio - Check that volume icon is selected and volume is at the proper setting. \_\_\_\_\_
11. Audio –Check that the Amplifier is switched on and lighted. \_\_\_\_\_
12. Audio –Check that the Microphone Mixer is switched on and microphones are working properly. (It is also appropriate to check all cables to this area for security.) \_\_\_\_\_
13. Audio –Check speakers for correct attachment. \_\_\_\_\_
14. Call Region XIV to make sure you have a good connection

## **Board Policies from the Texas Association of School Boards (TASB)**

The policies listed below are only documented in part and are to be used as a "starting" point for more information. To obtain the information in whole, please refer to the ACTUAL policies in the TASB manual at your district.

### FNG (LEGAL)

...A District employee must obtain the written consent of a child's parent before the employee may...2. Make or authorize the making of a videotape of a child or record or authorize the recording of a child's voice. *Education Code 26.009*

### EHA (LEGAL)

A District employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to regular classroom instruction. *Education Code 26.009(b)(3)*

### FM (LEGAL)

A District employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to a cocurricular or extracurricular activity. *Education Code 26.009(b)(2)*

### EIA (LEGAL)

...If a student's performance in a foundation curriculum subject [see EHAA] is consistently unsatisfactory as determined by the District, the policy shall ensure that, at least once every three weeks or during the fourth week of each nine-week grading period, the District gives written notice to a parent or legal guardian of the student's performance. *Education Code 28.022*

### EFE (LEGAL)

Employees of the District shall comply with the provisions of the United States Copyright Law. (See this policy in the TASB manual for more information.) *17 U.S.C. 106, 107, & 110*

### EHBA (LEGAL)

No qualified student with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any district service, program, or activity. (See this policy in the TASB manual for more information.) *20 U.S.C. 12132; 29 U.S.C. 794; 34 CFR 104.4(a)*

### FL (LEGAL)

...The results of individual student performance on basic skills assessment instruments or other achievement tests administered by the District are confidential and may be made available only to the student, the student's parent or guardian, and to the school personnel directly involved with the student's educational program.... *Education Code 39.030(b)*

### FP (LEGAL)

Student fees are prohibited for:...any course or educational program required for graduation. *Education Code 11.158*

FO (LEGAL)

The Board shall adopt a Student Code of Conduct for the District, with the advice of its District-level committee. The Student Code of Conduct must contain all of the following:

1. Specification of the circumstances, consistent with Education Code Chapter 36, Subchapter A, under which a student may be removed from a classroom, campus, or alternative education program.
2. Specification of the conditions that authorize or require a principal or other appropriate administrator to transfer a student to an alternative education program.
3. Outline of conditions under which a student may be suspended, as provided by *Education Code 37.005* (see FOC), or expelled, as provided by *Education Code 37.007* (see FOD).