

RESOLUTION

concerning

DISTANCE LEARNING DISCLOSURE  
FOR COURSES OFFERED THROUGH *OnlineCSU*

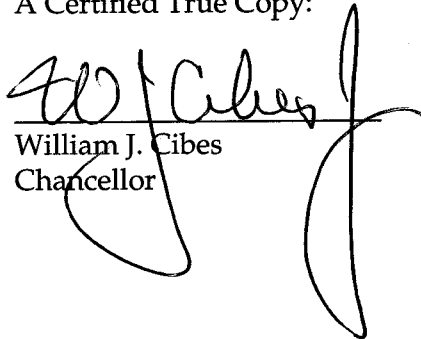
July 9, 1999

- WHEREAS, The Trustees for the Connecticut State University System agreed at their May 1998 meeting that the Chancellor and the University Presidents were to develop a plan to strategically position CSU as a system of learner centered universities, as a leader in information technology, and as the hub of learning opportunities in Connecticut, and
- WHEREAS, The Trustees, under the statutory authority granted in CGS 10a-99 by action in BR 98-55 and BR 98- 57 and incorporated by BR 98-70 in December 1998, have established procedures to facilitate enrollment in online courses offered by the CSU universities, and
- WHEREAS, The Trustees added the value of "technologically accessible" to CSU's mission by BR 99-1 in February 1999 with reference to *OnlineCSU* as CSU's course delivery system using Internet technology, and
- WHEREAS, The Connecticut State University System is now offering a variety of online graduate and undergraduate courses, under the umbrella name *OnlineCSU*, and
- WHEREAS, The Connecticut State University System now confronts issues which are not fully addressed by existing Board policies governing the rights and responsibilities of students taking courses online, and
- WHEREAS, It has become necessary to address a number of issues for students which have arisen as a result of the online delivery of instruction, including: the use of copyrighted and trademarked materials, the protection of materials utilized online from unauthorized use or distribution, confidentiality, the regulation of disruptive behavior, the prohibition of communications which are inappropriate or commercial in nature and the need to limit the liability of CSU and the State of Connecticut in the use by individuals of *OnlineCSU* services; and

WHEREAS, Recommendations regarding these matters have been discussed by University management in consultation with legal counsel and System Office staff, therefore be it

RESOLVED, That the attached copy of the document entitled: *Distance Learning Disclosure: Connecticut State University System*, which requires the agreement of each participant in an *OnlineCSU* course before access is provided and also reminds each participant of the applicability of all policies currently in effect at the university offering the course, is accepted as official CSU policy on the matters contained therein.

A Certified True Copy:



William J. Cibes  
Chancellor

DISTANCE LEARNING DISCLOSURE  
CONNECTICUT STATE UNIVERSITY SYSTEM

BEFORE USING OUR ONLINE SYSTEM, YOU MUST AGREE TO THE FOLLOWING PROVISIONS DETAILED IN THE *OnlineCSU* POLICY. PLEASE READ THIS ENTIRE POLICY STATEMENT CAREFULLY. TO AGREE, CLICK ON THE "I AGREE" BUTTON AT THE END OF THIS DOCUMENT.

SUMMARY

*This summary is provided solely for your convenience. Please note that you must agree to all of the provisions described in the full *OnlineCSU* policy below.*

As an *OnlineCSU* student, you are encouraged to make the fullest possible use of our online classroom. In doing so, however, you are expected to respect the rights of your fellow students, the course instructors and course developers. This means that:

- All policies and laws that apply to you as a student at one of the Connecticut State University System's physical campuses apply to you as an *OnlineCSU* student.
- You may freely use all the materials in *OnlineCSU* as long as your use is class-related. Otherwise, you may not copy, distribute or sell anything you find here.
- Your interactions with other students, faculty and staff must be respectful. Harassing or disruptive behavior, comments or postings of any sort will not be tolerated.
- Your use of *OnlineCSU* is at your own risk, especially for information outside of the electronic campus, e.g., links to outside the Web site. Although we take care to ensure that materials and information presented in an *OnlineCSU* course are accurate, we cannot guarantee the accuracy or completeness of information on other Web sites you might access while a student in an *OnlineCSU* course.
- Although great care has been taken to make the *OnlineCSU* site reliable, you acknowledge that the site is provided "as is" without any service warranties or guarantees of any kind.
- If you violate this policy, you agree to be bound by the legal interpretation of the policy as determined by the laws of Connecticut.

*OnlineCSU* POLICY

**INTRODUCTION**

The online courses offered through *OnlineCSU* by the Connecticut State Universities ("CSU") are the online counterparts of classroom courses conducted on the four CSU physical campuses. As such, students and faculty participating in any of the *OnlineCSU* courses are expected to abide by the same rules of civility and open and honest discourse that exist for all institutions of higher education.

As an online student, you should note that these policies for online education do not supercede those already in place at the member universities, but augment them with respect to the unique circumstances concerning the provision of online courses. You are required to adhere to all student policies in effect at the university offering your online course in addition to the policies described in the Student Handbook. If you do not have a Student Handbook, you may obtain one by calling the Connecticut State University offering the *OnlineCSU* course you take. Information on how to contact the Universities can be found elsewhere on this Web site.

**ONLINE POLICIES**

1. **GENERAL.** As a user of an Internet course offered through *OnlineCSU*, you agree to respect the privacy of other users, respect the integrity of the computer systems and respect other users' data.
  
2. **COPYRIGHTS AND TRADEMARKS.** This Web site is comprised of and contains materials copyrighted or trademarked under the laws of the United States. You agree to respect the copyrights and trademarks for the software provided to you for your online course(s) and of the course content and associated materials.
  - The content of an *OnlineCSU* course is the sole intellectual property of the faculty member who has produced it, or in the case of supplemental materials, their respective copyright owners.
  - The course number and "catalog course description" or "course outline" are the intellectual property of the Board of Trustees, Connecticut State University System. "*OnlineCSU*" and the *OnlineCSU* logo are the trademarks or registered trademarks of the Board of Trustees, Connecticut State University System.
  - The delivery system, its computer code and the eCollege.com Web site are copyrighted and owned exclusively by eCollege.com, Inc. ("eCollege.com"). eCollege.com, the eCollege.com logo and the eCollege.com System 3.0 are trademarks or registered trademarks of eCollege.com, Inc.
  
3. **COURSE-RELATED USE.** You agree not to distribute or publish the materials, audio files, images or designs, or any part of the materials, audio files, images or design of the Web site or of any course offered through the Web site. You may use, view, copy and print documents contained on this Web site, if you agree that:

## ATTACHMENT TO BR#99-45

- You will use the Web site only for course-related work.
  - You will display all copyright notices and retain all copyright notices and other proprietary notices on any copies that you make.
  - You will not reuse any material contained on this Web site, nor will you copy the course delivery system used here, for commercial or private purposes.
  - You will not copy any codes or graphics contained in this site, except for those contained in a course and only according to the rules listed above.
  - You will not attempt to disassemble the software used to present an *OnlineCSU* course to see how it works so that such information can be used to develop another product (also known as "reverse engineering"), nor share any information about the functions embedded in the *OnlineCSU* Web site with anyone outside of the Connecticut State University System or eCollege.com.
  - You agree that you have not gained access to this site for the purpose of copying the contents of the course or the course delivery system for your personal commercial or non-commercial use or for your company's personal commercial or noncommercial use.
  - You agree that unauthorized use of materials found at this Web site automatically terminates your right to use the site. If this happens, you agree to destroy immediately any materials you have downloaded or printed.
4. **STUDENTS' IN-CLASS ONLINE COMMUNICATIONS.** You agree that any material, information or other communications you transmit or post to this site will be considered non-confidential and non-proprietary ("Communications"). The State of Connecticut and the Connecticut State University System and its member universities will have no obligations with respect to such Communications. The State of Connecticut, the Connecticut State University System and its member universities and their designees will be free to copy, disclose, distribute, incorporate, and otherwise use the Communications and all data, images, sounds, text, and other things they embody for any and all commercial and non-commercial purposes.
5. **CONFIDENTIAL COMMUNICATIONS.** Private and confidential communications between you and the CSU faculty and staff, e.g., counseling sessions, course grades and evaluations, etc. will remain confidential in accordance with the provisions of Connecticut State University System policies and those of the four member universities.
6. **DISRUPTIONS.** You agree not to intentionally obstruct, disrupt or interfere with the teaching and learning that occurs via *OnlineCSU*, through computer hacking or any other manner. You agree not to post or transmit any information or materials that contain a virus or other harmful components. You agree not to give your password to anyone.
7. **PROHIBITED COMMUNICATIONS.** You agree not to use the *OnlineCSU* computer system or any other computer system to conduct inappropriate communications with other students, faculty or administrators.

## ATTACHMENT TO BR#99-45

- Inappropriate communications include, but are not limited to, posting or transmitting: unlawful comments; demeaning comments of an ethnic, sexist or racist nature; unwanted sexual advances; libelous or defamatory comments; obscene or pornographic materials; harassing, threatening or intimidating materials or comments; and comments or materials that would violate any Connecticut law or other applicable law, or any student policy.
  - Open and honest discourse is the hallmark of higher education, as is the willingness to speak responsibly and with attribution. It is expected that *OnlineCSU* participants will use appropriate names, i.e., not use pseudonyms or "screen names" while interacting in the *OnlineCSU* "virtual campus" unless permitted to do so by the instructor.
  - You agree to demonstrate prudence in disseminating others' comments to prevent those comments from being taken out of context, or to cause the speaker to be held in disrepute. You agree not to edit and forward another's comments without permission. You agree to correctly attribute others' comments to them.
8. **LIABILITY.** You agree as a member of the CSU community to be held accountable not only for University standards but civil and criminal laws as well. You understand that you may be liable for civil monetary damages and/or criminal penalties for any wrongful actions you undertake via *OnlineCSU* and agree to venue in the State of Connecticut for any litigation arising from your actions while using the Web site.
9. **COMMERCIAL POSTINGS.** You agree not to post or distribute commercial information, advertising or similar announcements.

**WARRANTY DISCLAIMERS; LIMITATIONS OF LIABILITY**

1. **FUNCTIONALITY OF WEB SITE.** Every effort is made to ensure the functionality of this Web site. HOWEVER, YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM CONTAMINATION BY COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION EXCEPTION UNDER APPLICABLE CONNECTICUT AND FEDERAL LAW. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THIS WEB SITE.
2. **ACCURACY OF CONTENT.** You expressly agree that portions of *OnlineCSU* are subject to the same limitations and challenges posed by Internet-based information generally. Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restrict access the next. The location of items may change as menus, homepages, and files are reorganized. Information that is up-to-date when first posted may remain accessible on the Internet long after its useful life is over.

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NO WARRANTY, EXPRESS OR IMPLIED, IS MADE REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY, TIMELINESS OR USEFULNESS OF ANY SUCH INFORMATION AND IN FACT, SUCH INFORMATION MAY CONTAIN INACCURACIES, ERRORS, OR VIRUSES AMONG OTHER THINGS. THIS DISCLAIMER APPLIES TO ALL USES OF THE INFORMATION, WHETHER YOU USE INDIVIDUAL PIECES OF INFORMATION SEPARATELY OR COMBINE THEM FOR USE (INCLUDING ANY RESULTS OBTAINED FROM SUCH USE).

TO THE FULLEST EXTENT PERMITTED BY LAW, CSU, ITS CONTENT PROVIDERS AND LICENSORS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE CONTENT WILL BE AVAILABLE AT ANY PARTICULAR TIME,

## ATTACHMENT TO BR#99-45

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In the event you make any claim relating to the performance or non-performance by eCollege.com, CSU and its member universities, their content providers or Licensors pursuant to this Agreement, or in any other way concerning the content of the Web site, the damages to which you may be entitled will be limited to the amount paid by you for online course fees.

3. **UPDATES.** Changes may be periodically added to the information in the site and improvements may be periodically incorporated in the distribution system. These changes or improvements may or may not be incorporated in any new versions of the site, its contents, related materials, or the software you use to access the site. If you have obtained information through eCollege.com, the State of Connecticut or CSU and its member universities from a source other than eCollege.com, the State of Connecticut or CSU and its member universities, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out-of-date. It is recommended that careful attention be paid to the contents of any metadata associated with a file, and that the originator of the data or information be contacted with any questions regarding appropriate use. If you find any errors or omissions, we encourage you to report them to CSU at (860) 493-0023.
4. **DISCLAIMER OF ENDORSEMENT FOR CONTENT SUPPLIED BY USERS AND THIRD PARTIES.** The State of Connecticut and the Connecticut State University System are distributors of content sometimes supplied by third parties and users. Any information or other content expressed or made available by third parties are those of the respective author(s) or distributor(s) and do not necessarily state or reflect the position of the State of Connecticut or the Connecticut State University System; inclusion of such information on this site should not be asserted or implied for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the State of Connecticut or the Connecticut State University System.



5. **THIRD PARTY SOFTWARE.** Neither OnlineCSU nor eCollege.com will be responsible for your use of any software that you acquire from any third party for use in conjunction with any *OnlineCSU* course, regardless of whether the software is recommended or required for participation in the course. You expressly agree that any such third party software is independent of the software and services provided to you through *OnlineCSU* and shall be governed by your license with the third party software vendor.

**CHOICE OF LAW**

Construction of the policies and disclaimers above and resolution of disputes thereof are governed by the laws of the State of Connecticut, without regard to its conflict of law principles. No representation is made that materials on this site are appropriate or available for use outside the State of Connecticut and access to them from states or territories where their contents are illegal is prohibited. If you access the site from outside Connecticut, you do so on your own initiative and are responsible for compliance with applicable local laws.

I agree to the foregoing policies and disclaimers.

(Before proceeding, please print this document and retain for future reference.)

I Accept

I Decline

**ITEM**

Disclosure Statement for Students Enrolled Through *OnlineCSU*

**BACKGROUND**

In May of 1998, the Board of Trustees agreed that the Chancellor and the University Presidents should develop a plan to strategically position CSU as a leader in information technology, as learner centered universities and as the hub of learning opportunities in Connecticut. As part of fulfilling this strategic mission, CSU has moved ahead with an on-line learning initiative, known as *OnlineCSU* which began as a pilot program Fall 1998 with an offering of thirteen courses and will expand to nearly 40 courses in the Fall 1999 semester.

The CSU Board of Trustees in a number of actions in 1998 and 1999 has provided fiscal and program authority for *OnlineCSU*. The Board also authorized revisions to the CSU mission which reflect the value of the technological accessibility provided by *OnlineCSU*'s offerings. The enrollment of students in the courses offered by *OnlineCSU* and the availability of materials on the internet which are necessary to support enrollments has raised a number of issues for students which were not present in the regular delivery of courses by the four universities in the CSU System. The disclosure statement addresses these issues.

**ANALYSIS**

The System Office is coordinating the development and offering of courses in the *OnlineCSU* program but the actual courses are being developed for online delivery by the four universities in the CSU System. *OnlineCSU* has contracted with an outside vendor, e-college.com (formerly Real Education) to deliver the courses over the Internet. The issues of student rights and responsibilities which have arisen as a result of the *OnlineCSU* offerings have not been present heretofore in the regular delivery of courses by the universities in the CSU System and are system-wide in their implications. Therefore, a single approach, covering all *OnlineCSU* enrollments is appropriate.

In developing the items included in the disclosure statement, *OnlineCSU* has worked carefully with e-college.com, in view of its experience nationally in delivering courses on the Internet, and also has received legal counsel.

**RECOMMENDATION**

Approve the disclosure statement for students enrolled through *OnlineCSU*.