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:

[Signature]
William J. Cibes
Chancellor
ATTACHMENT TO BR#99-45

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.
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.
   
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- 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.
• 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.
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I agree to the foregoing policies and disclaimers.

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

I Accept  I Decline
STAFF REPORT

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 online 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.