

**Student and Patron
Policy Regarding Use of the Technology Resources
of the Barclay College Association, Inc.**

Revised: December 2010: 12.16.10.01

SECTION I. BACKGROUND AND DEFINITIONS

- 1) Barclay College Association, Inc. (the College) provides various technology resources to students and other public patrons (users) to assist them in fulfilling their educational or research goals. Each user is expected to use the resources provided in a manner that is consistent with the mission of the College, upholds the Christian atmosphere and community of the campus, and respects and helps other users. **The primary purpose for providing network and Internet access to students and other patrons is for legitimate educational endeavors such as completing class assignments, conducting academic research, communicating and collaborating with other students on educational projects, or other endeavors that have a demonstrable educational benefit.**
- 2) Technology resources consist of all laboratory equipment, electronic devices, software, and means of electronic communication including, but not limited to, the following examples: microscopes; glassware and other incidental laboratory equipment; desktop computers; network servers; networks; laptop computers; associated computer parts such as disk drives and monitors; peripherals such as printers, modems, fax machines, and copiers; software packages and files owned or licensed by the College, including those that give access to external services such as the Internet and e-mail; data files; cellular phones; and pagers.

SECTION II. GENERAL USE POLICIES

1. Users' proper use of technology resources can be generally defined by the following statements:
 - a. Using the technology resources of the College in a routine manner associated with educational endeavors such as class assignments, project preparation, and research.
 - b. Creating or modifying files, databases, or other material necessary to the user's educational endeavors.
 - c. Sending and receiving messages related to educational purposes and occasional personal use.
 - d. Preparing and storing incidental personal information (calendars, address lists, etc.) in a reasonable manner.

Accessing the Internet for personal searches, information, or entertainment only as a secondary function and only when other users do not require system resources for education-related purposes. This includes online gaming, gaming consoles, social networking and downloading/streaming of online multimedia.

2. Users will be charged a thirty dollar (\$30) technology fee per year. For students, this charge is included with your tuition and fees.
3. Users are granted access to technology resources depending on their status with the College. Access is generally governed by user IDs and passwords. Passwords are

private and must not be shared with anybody under any circumstances, including employees of the College.

4. Users are prohibited from tampering with user IDs, passwords, network protocols, hardware, or software; or attempting to gain or gaining entry to portions of the Barclay College campus, network, or other systems and networks for which they are not authorized. Users are not allowed to install or remove any software from the College's computers.
5. Users are prohibited from "spamming" (using e-mail to send material not essential to the operation of the campus to everyone on campus at once, or sending repeated "junk" messages to one user or a group of users) or other misuse of e-mail such as ethnic, racial, or sexual slurs or jokes; or statements which are libelous, offensive, harassing, illegal, derogatory, or discriminatory.
6. Users are prohibited from using the College network or computers for viewing or downloading inhumane material such as pornography, gratuitous violence, racist, or hate-motivated material; gambling sites; or sites oriented toward illegal drugs; that cannot be demonstrably connected to legitimate academic research or work endeavors. Users who wish to access sites of a nature described in this paragraph for some legitimate academic purpose must notify the academic dean or the professor in charge of the project or assignment before accessing such a site. Users who inadvertently access such sites should notify the network administrator immediately.
7. Users are prohibited from using the College's computers, network, or other electronic services in ways that would violate criminal, copyright, or other civil law.
8. Users may not sign "guest books" at web sites or post messages at web sites or Internet discussion groups except where such activity is directly connected to class assignments or education-related research. For example, a user may join an Internet discussion group related to a class assignment or a research topic. (Signing "guest books" on a routine basis results in large quantities of junk e-mail which needlessly slows the system)
9. Some Internet sites may be subject to blocking to prevent viewing or downloading prohibited material, files that are of questionable ownership or files that are so large that downloading would compromise network operation.
10. All software installed and used by the College is properly licensed and paid for. Users are expected to observe the same practice. Users are prohibited from knowingly using software or individual files that are "pirated" or otherwise illegal.
11. Any viruses, crashes, or other malfunctions of the system should be immediately reported to the Network Administrator.
12. The Barclay College Association, Inc. makes or implies no warranty as to the suitability or appropriateness of information or images found on the College's network or on the Internet, regardless of whether the College has controls in place which are intended to govern suitability and appropriateness, or of whether such

controls as may be in place are functioning correctly. It is the user's responsibility to ensure that technology resources are used in a manner consistent with the user's personal beliefs as well as the mission and purposes of Barclay College.

SECTION III. LIBRARY PATRON USE

- 1) The library has three computers (not including the computer lab) that access the campus-wide network, as well as the Internet and serve as a portal to the library's electronic resources.
- 2) Library research electronic resources are defined as:
 - Worden Memorial Library Public Access Catalog
 - Kansas Library Catalog
 - FirstSearch (access to 13 databases)
 - InfoTrac (access to 10 databases)
 - EBSCOHost (access to 10 databases)
 - Sirs Discoverer
 - Other subject specific indexes, databases, encyclopedias and CD-ROMs are available as well
- 3) Patrons wishing to use the College's network for other purposes (i.e. Internet use) must apply for a campus user ID and pay the established technology fee.
 - \$30.00 per calendar year user fee will be charged. User fee will be prorated to the registration month.
 - A signed user agreement indicating understanding and willingness to adhere to the College's policies and expectations regarding network and Internet use must be on file with the Network Administrator.Minors wishing to purchase access to the Barclay's network and Internet service must have a parent or guardian read and sign the policy as well.

SECTION IV. PRIVACY AND MONITORING

- 1) E-mail or attachments sent across the network should not be assumed to be private. Security is not guaranteed, and highly confidential or sensitive information should not be sent through e-mail.
- 2) Users should note that information created or stored on the College's computers or network can be recreated even after the user has "deleted" or "erased" the information. Deleting or erasing does not ensure the confidentiality of any information or message.
- 3) The College monitors electronic communication and file usage on the College network and computers. This monitoring is primarily to ensure quality service to network users, the efficient use of file storage media, and the accuracy of various media backup procedures.
- 4) Some monitoring, however, is done expressly for the purpose of insuring that the College network is being used in a manner consistent with the principles and mission of the College. Such principles and mission forbid the use of the College's network, computers, or related technologies for those purposes outlined in Section II, above.

- 5) As a result of these monitoring policies, users should be aware that e-mail or other forms of electronic communication, and other types of computer files stored on the user's computer or the network server may be subject to review without prior notice to the user, either intentionally when misuse is suspected, or unintentionally when quality control monitoring is taking place. Information gathered from such intentional or unintentional review can and will be used to make decisions about user's computer and network access privileges, and in situations where warranted by this or other campus policy, enrollment or patron status.
- 6) No right to privacy is granted or implied with respect to all forms of electronic communication, data files, or other electronic forms of information created, sent, or stored using technology resources of the College.

SECTION V. FILE POLICY AND OWNERSHIP

- 1) Every effort will be made by the College to ensure that users can rely on the network for safe storage of information pertinent to the user's work. However, files of all types stored on Barclay College computers or storage media are the property of the College and are subject to daily backup, location changes, and erasure as needed to ensure efficient system operation, or to correct misuse as noted in Section II above. This paragraph cannot be interpreted to mean that legitimate claims of intellectual property are forfeited by users to the College.
- 2) Users must routinely update stored files by deleting information that is no longer needed. Files stored in the user's personal folder on the network are backed up on a routine basis; however, files stored on local hard drives are not protected and may be deleted at any time without warning.
- 3) The network administrator will block access to user files when users are no longer enrolled as students or registered as patrons. Blocked files will be deleted thirty (30) days following the last day of enrollment or expired registration unless the user re-enrolls or re-registers.

SECTION VI. CREATION AND SALE OF INTELLECTUAL OR PHYSICAL PROPERTY

- 1) Intellectual or physical property offered for sale to third parties that has been substantially created using technology resources of the College; or that claims to be representative of College programs, policy, curricula, or faculty; or that uses the College's name, logo, or claims other connection with the College; or that is hosted on the Internet by the College's servers; is subject to negotiation for appropriate compensation to the College for such use. Users pursuing the creation, posting, or sale of such material must contact the network administrator.
- 2) Definitions and explanations for Section VI:
 - a. "Substantially created" means that the intellectual or physical property was written, printed, scanned, created, composed, designed, discovered, manufactured, or otherwise brought into being through the use of the technology resources of the College, so that the work would not have been possible, or would not have been in saleable form, if the technology resources of

the College had not been used, whether or not the user could have found and used similar technology elsewhere.

- b. In the case of the sale of intellectual or physical property, "appropriate compensation" shall be understood to mean a negotiable amount from 5% to 25% of the net profit accruing to the creator from the sale of the property in question. The percentage agreed upon will become a royalty due the College whenever the creator realizes net profits. Negotiation will be conducted on the basis of the degree to which the technology resources of the College made the creation, or the production of the saleable form, of the property possible. Once negotiations are settled, the College and the creator of the property shall execute a contract guaranteeing the College the right to collect the royalties agreed upon in perpetuity. Transfer of copyrights, patents, or other ownership rights to third parties shall not negate the royalty due the College, which shall continue to be based upon net profits accruing to the original creator. In the event of the dissolution of the Barclay College Association, and the discontinuance of Barclay College as an established institution of higher education, the College's rights under this agreement will be transferred to the original creator of the property in question or his or her heirs. In no case may the College transfer its royalty rights to any other party.
- c. In the case of ongoing services provided by the College, such as hosting a web site or other services as noted in paragraph VI(1), "appropriate compensation" shall be understood to mean reasonable market value for the services provided.
- d. Compensation for services provided does not prevent the College from seeking additional compensation as noted in paragraph VI(2)(b) for the sale of property in connection with those same services.

SECTION VII. DISTRIBUTION OF MATERIAL CLAIMING AFFILIATION WITH THE COLLEGE

Intellectual or physical property that has

- a) been substantially created using technology resources of the College, or
- b) created by students of the College anywhere,

that claims to be representative of College programs, policy, curricula, or faculty; or that uses the College's name, logo, or claims any other connection except the user's enrollment status with the College; or that is hosted on the Internet by the College's server(s); is subject to review before such material is made public by transmission through any electronic media or through print or broadcast media. Users pursuing such distribution must contact the network administrator.

SECTION VIII. PENALTIES FOR FAILURE TO COMPLY

Users who fail to comply with the policies and expectations outlined above will be subject to disciplinary measures at the College, including, but not limited to, loss of access to technology resources, suspension from classes, or dismissal from the College. Actions that cause the user to be subject to discipline under this policy may also result in civil or criminal liability.

SECTION IX. DEVICES NOT OWNED BY BARCLAY COLLEGE

- 1) Currently enrolled students and registered patrons are allowed to use personal electronic devices (computers, TVs, console gaming systems, DVD players, etc) on the College network provided the following criteria are followed:

- a. All computers are kept up to date with Windows, Apple and other appropriate software updates (Adobe, Java, Flash, etc.)
 - b. All computers have current antivirus, firewall and security software installed and this software is kept up to date
 - c. All devices are plugged into a surge suppressing power strip
 - d. All devices are used in a manner consistent with the principles and mission of the College, including those purposes outlined and/or forbidden in Section II, above.
- Failure to follow these guidelines can and will be used to make decisions about user's access privileges, and in situations where warranted by this or other campus policy, enrollment or patron status.
- 2) The College assumes no responsibility for the maintenance of systems not owned by the College, including keeping systems updated and fixing software/hardware issues. College staff may choose, as time permits, to help troubleshoot such problems. However, the Barclay College Association, Inc. and the staff member make or imply no warranty as to the effectiveness of any remediation steps undertaken and the owner of the device assumes all responsibility for damages and further remediation steps, if required.
 - 3) Wired access to the College network will be provided in Lemmons, Coppock and Lewis Halls for all on campus students as part of their room and board fees. Wireless access will be provided whenever possible, but may not provide the same level of reliability.
 - 4) Wireless Internet access will be provided for all on campus students residing in other college-owned facilities as part of their room and board fees. This connectivity will be serviced by the Haviland Telephone Company and will be subject to their rules and regulations as well as those provided by the College.
 - 5) Wireless access to the College network will be provided to all currently enrolled students in the library and classrooms for academic use only.
 - 6) Wireless access to the Internet or College network will only be provided for off campus students and registered patrons as it is feasible for the College to do so. It is provided as a courtesy and will not provide the same level of reliability as a personal Internet connection. The College reserves the right to change or discontinue this service at any time.

SECTION X. CHANGES TO THE POLICY

From time to time, the College reviews this agreement and makes changes that are necessary to reflect current concerns, standards, and technologies. The College reserves the right to make changes to this agreement without notice. The current version of this usage agreement will be located online at <http://www.barclaycollege.edu/PDF/techpolicy-student.pdf>. The online version *always* takes precedence over all printed copies.

USER SIGNATURE

I have read and agree to abide by the policies noted above when using Barclay College technology resources.

Print Name: _____

Signature: _____ Date: _____

PARENT/GUARDIAN SIGNATURE (For users under 18 years of age that are not enrolled as students of the College)

I/We agree to the terms set forth in this user agreement on behalf of the minor noted above, and agree that the Barclay College Association, Inc. is not responsible for controlling, governing, or restricting the content or images available to this minor on the College's own network or on other networks or sites which may be accessed through technology resources of the College, regardless of whether the College has controls in place which are intended to restrict such access, or of whether such controls as may be in place are functioning correctly. I agree that no warranty as to the suitability of use of the College's technology resources for minor children is made or implied.

Print Parent's Name: _____

Parent's Signature: _____ Date: _____

Office Use Only

Receipt and Access Authorization

Date Registered: _____

User ID: _____

Network Administrator's Signature: _____