

# **Appendix P**

## **IT POLICY STATEMENT**

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### **GENERAL POLICY**

Lexington Theological Seminary strives to maintain access for its faculty, staff, students and administrators (the “users”) to local, national, and international sources of information and to provide an atmosphere that encourages sharing of knowledge, the creative process and collaborative effort within the Seminary’s educational, research and public service missions.

Access to electronic information systems at Lexington Theological Seminary is a privilege, not a right, and must be treated as such by all users of these systems. All users must act honestly and responsibly. Every user is responsible for the integrity of these information resources. All users must respect the rights of other computer users, respect the integrity of the physical facilities and controls, and respect all pertinent license and contractual agreements related to Seminary information systems. All users shall act in accordance with these responsibilities, and the relevant local, state, and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in denial of access to Seminary information systems or other disciplinary action.

Lexington Theological Seminary is a provider of a means to access to the vast and growing amount of information available through electronic resources. Lexington Theological Seminary is not a regulator of the content of that information and takes no responsibility for the content of information, except for that information the Seminary itself and those acting on its behalf create. Any persons accessing information through Lexington Theological Seminary information systems must determine for themselves and their charges whether any source is appropriate for viewing.

Accepting any account and/or using Lexington Theological Seminary’s information systems shall constitute an agreement on behalf of the user or other individual accessing such information systems to abide and be bound by the provisions of all Information Technology Services Policies.

The Seminary may restrict or prohibit the use of its information systems in response to complaints presenting evidence of violations of Seminary policies or state or federal laws. When it has been determined that there has been a violation, the Seminary may restrict or prohibit access by an offending party to its information systems through Seminary-owned or other computers, remove or limit access to material posted on Seminary-owned computers or networks, and if warranted, institute other disciplinary action.

### **PRIVACY**

A. User Privacy is Not Guaranteed

When Seminary information systems are functioning properly, a user can expect the files and data she or he generates to be private information, unless the creator of the file or data takes action to reveal it to others. Users should be aware, however, that no information system is completely secure. Persons both within and outside of the Seminary may find ways to access files. Accordingly, the Seminary cannot and does not guarantee user privacy and users should be continuously aware of this fact.

#### B. Repair and Maintenance of Equipment

Users should be aware that on occasion duly authorized Seminary Information Technology Services personnel have authority to access individual user files or data in the process of performing repair or maintenance of computing equipment the Seminary deems is reasonably necessary, including the testing of systems in order to ensure adequate storage capacity and performance for Seminary needs. Information technology personnel performing repair or maintenance of computing equipment are prohibited by law from exceeding their authority of individual user files or data for any purpose other than repair or maintenance services performed by them.

#### C. Response to a Public Records Request, Administrative or Judicial Order or Request for Discovery in the Course of Litigation

Users should be aware that Kentucky public records statutes are very broad in their application. Certain records, such as unpublished research in progress, proprietary information, personal information in personnel and student records are protected from disclosure. However, most other Seminary records contained in electronic form require disclosure if a public record request is made. Users should remember this when creating any electronic information, especially email. Also, users should be aware that the Seminary will comply with any lawful administrative or judicial order requiring the production of electronic files or data stores in the Seminary's information systems in response to legitimate requests for discovery of evidence in litigation in which the Seminary is involved.

#### D. Response to Misuse of Computers and Network Systems

When for reasonable cause, as such cause may be determined by the Seminary Officers, it is believed that an act of misuse has occurred, then a designated Information Technology Services person may access any account, file or other data controlled by the alleged violator and share such account information, file or other data with those persons authorized to investigate and implement sanctions in association with the misuse of the Seminary's computer and information systems. Should any of the Information Technology Services personnel reasonably believe that a misuse is present or imminent such that the potential for damage to the system or in the information stored within it is genuine and serious (e.g. hacking, spamming or theft), then the Information Technology Services person may take such action as is necessary to protect the information system and the information stored in it, including the denial of access to any Seminary or non-Seminary user, without a determination from the Seminary Officers regarding reasonable cause, provided however, that the Information Technology Services persona shall contact one of the Seminary Officers as soon as possible to confirm that any protective actions

taken were appropriate and within the parameters of Seminary policy.

#### E. Access to Information Concerning Business Operations

Employees regularly carry out the business functions of the Seminary using the Seminary's information systems. Business records, inquiries and correspondence are often stored such that individuals may control the access to particular information stored with the Seminary's information system. Should any employee become unavailable, be incapacitated due to illness or other reasons, or refuse to provide the information necessary to carry out the employee's job responsibilities in a reasonably timely manner, then following consultation with and approval by the Seminary Officers, a designated Information Technology Services person may access the employee's records in order to carry out Seminary business operations on behalf of the unavailable or uncooperative employee.

### **POLICY ON COMPUTING ETHICS**

All users of LTS computing systems and resources are expected to exercise responsible, ethical behavior when using these resources, including the exercise of the following:

- A. Only those computer accounts which have been authorized for an individual's use by LTS may be used by that individual. The unauthorized use of another's account as well as the providing of false or misleading information for the purpose of obtaining access to computing systems and resources is prohibited. Such uses may be regarded as criminal acts and will be treated accordingly by LTS.
- B. Employees may not authorize anyone to use their account(s) for any reason. They are responsible for all usage on their accounts. Employees must take all reasonable precautions, including password maintenance and file protection measures, to prevent the use of their accounts by unauthorized persons.
- C. Employees are allowed to use the LTS computer resources for related and reasonable purposes unless specifically excluded by LTS policies or their amendments, or otherwise prohibited by law. For example, employees may use LTS computer resources for incidental personal communications and collecting information. However, if your activities cause a burden on the LTS computer system, disrupt or inhibit the normal functioning of LTS or its system, abuse the system in some manner, or otherwise violate this policy, LTS reserves the right to restrict or cancel such activities. Employees may not use the LTS computer system for personal entertainment, such as downloading of videos or music, or the playing of games. Any employee violating any part of this paragraph may lose his or her computer privileges and/or be subject to other disciplinary action.
- D. Employees may not use LTS computer systems and resources for solicitation for any other entity or organization, for business or commercial purposes, whether or not such activity involves remuneration, or for political activity. Scholarly activities, including the publication by faculty, shall not be deemed commercial purposes.
- E. Employees may not use their accounts for unlawful purposes, including the installation of fraudulently or illegally obtained software or the transmission of illegal material. This includes peer-to-peer file sharing of copyrighted materials. Employees may not use the system in a manner that obscures or blocks their identity.

- F. Employees may not install any software without the express written permission of the Seminary Officers or the IT department. This includes, but is not limited to, software available over the internet, by disc or CD, and software that is owned personally or by others.
- G. Employees may not access or copy files (including email or documents) that belong to another user without prior authorization from the account holder. Files may not be divulged or sent to other individuals without permission from the individual in whose account or computer the files reside.
- H. Employees may not use LTS computer resources irresponsibly or engage in activity that is illegal, harassing or defamatory, or needlessly affects the work of others. This includes (a) transmitting or making accessible offensive, annoying or harassing material, (b) intentionally damaging LTS computing systems and resources, (c) intentionally damaging information not belonging to you, or (d) intentionally misusing computer resources or allowing misuse of computer resources by others.
- I. Employees are responsible for reporting to the Seminary Officers any violation of these guidelines by another individual, and for preventing and reporting viruses and any other malevolent software that affects LTS computer systems and resources. Employees are also encouraged to report any information relating to a flaw in, or bypass of, computer facilities security.
- J. An LTS employee's account was assigned solely because of the individual's affiliation with LTS. In the event that the affiliation ends, the account will be terminated and any information or data contained in those files will become open to inspections and deletion.

Failure to comply with the above guidelines, or the unauthorized or illegitimate use of LTS computing systems or resources, shall constitute a violation of LTS policy and will subject the violator to the loss of his or her computer account and/or access to LTS computer systems and resources as well to disciplinary or legal actions by LTS. Employees agree to hold LTS harmless and indemnify it against damage suffered or loss incurred as the result of their failure to comply with this policy.

### **MISUSE OF COMPUTERS AND NETWORK SYSTEMS**

Misuse of Seminary Information Systems is prohibited. Misuse includes the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks to which the Seminary belongs, regardless of whether the resource accessed is owned by the Seminary or the abuse takes place from a non-Seminary site.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing logon or other security measures.
- E. Using information systems for any illegal or unauthorized purpose.
- F. Personal use of information systems or electronic communications for non-Seminary consulting, business or employment, except as expressly authorized by the Board of Trustees.
- G. Sending any fraudulent electronic communication.
- H. Violating any software license or copyright, including copying or redistributing copyrighted

software, without the written authorization of the software owner.

- I. Using electronic communications to violate the property rights of authors and copyright owners.
- J. Using electronic communications to harass or threaten users in such a way as to create an atmosphere which unreasonably interferes with the education or the employment experience. Similarly, electronic communications shall not be used to harass or threaten other information recipients, in addition to Seminary users.
- K. Using electronic communications to disclose proprietary information without the explicit permission of the owner.
- L. Reading other user's information or files without permission.
- M. Academic dishonesty.
- N. Forging, fraudulently altering or falsifying, or otherwise misusing Seminary or non-Seminary records (including computerized records, permits, identification cards, or other documents or property).
- O. Using electronic communication to hoard, damage, or otherwise interfere with academic resources available electronically.
- P. Using electronic communications to steal another individual's works, or otherwise misrepresent one's own work.
- Q. Using electronic communications to fabricate research data.
- R. Launching a computer worm, computer virus or other rogue program.
- S. Downloading or posting illegal, proprietary or damaging material to a Seminary computer.
- T. Transporting illegal, proprietary or damaging material across a Seminary network.
- U. Personal use of any Seminary information system to access, download, print, store, forward, transmit or distribute obscene material.
- V. Violating any state or federal law or regulation in connection with the use of any information system.

## **FACULTY COMPUTER POLICY**

This policy applies to computers used primarily by faculty in their offices and related workspaces. It does not pertain to computing equipment in staff or student workspaces, laboratories, etc.

General Note: Faculty who hold a half-time position or greater are provided by the Seminary with a single computer for their office or related workspace. All computers for faculty that are funded by the Seminary are the property of the Seminary, not the property of the faculty member. Seminary-funded computers must be purchased through the Seminary.

Specific Policies:

- 1. Standard Models: Faculty will receive a standard model laptop. The standard model is selected by the IT department in collaboration with the IT Policy Committee to provide computers powerful enough to meet the needs of most faculty members. Faculty with high-end computing needs should consult with the IT department about the best options or alternatives to the standard model.

2. Replacement: Only one computer per faculty member (not including adjunct faculty) is provided by the Seminary. That computer will be replaced every 3 years. If a faculty member uses any non-recurring funding source (e.g. a grant) to purchase a second computer or computing peripherals (e.g. printer, scanner, digital camera) through the Seminary, this computing equipment is not eligible for replacement unless the faculty member has grant funds for this purpose or made prior agreements with the Seminary.
3. Maintenance and Repair: The Seminary will pay for repairs and maintenance on a single Seminary-owned computer whether the faculty member works on campus or remotely.
4. Use at home: A faculty member's Seminary-owned computer may be used at home.
5. Use by others: Seminary-owned computers, either desktop or laptop, should not be used regularly by other people (e.g. family members), and should not be loaded with software that is unrelated to the faculty member's professional work.
6. Termination of Appointment: All Seminary-owned computers, whether desktop or laptop, and any other computing equipment (e.g. printers, scanners, digital cameras, docking stations), must be returned to the Seminary at the conclusion of a faculty member's appointment. It is the faculty member's responsibility to arrange for the return of all computing equipment. Similarly, for continuing faculty, once a computer is replaced the old one must be returned to the IT department.
7. Support for Personally Owned Computers: The IT department of the Seminary does not provide support to faculty for personally owned computers. The faculty can rely on the Seminary's IT staff to answer questions about compatibility between personally owned computers and LTS's computing systems (e.g. to be able to access the LTS wired and wireless network, receive email at home, or to use files generated on one's office computer at home and vice-versa). Support for connecting to the campus network and for setting up an email account is also available.

## **LTS ONLINE USE POLICY**

### Terms of Service

Welcome to LTS Online, Lexington Theological Seminary's Online Learning System. Please review these Terms of Service.

In order to participate in any aspect of LTS Online, you must read and accept all of the terms of this agreement and the privacy policy. You may not use LTS Online if you do not agree to be bound by these terms of service.

You understand that Lexington Theological Seminary can change the terms of service or the privacy policy for this Online Learning System by posting changes to this Website. Your ongoing use of the LTS Online indicates that you accept any changes to the Terms of Service Agreement. We reserve the right to terminate LTS Online for any reason and without notice, without liability to you, any other Member or any third party.

### Service and Registration:

This service and affiliate services are provided by Lexington Theological Seminary. You

understand and agree to the following:

1. You must use a valid email address and create a username during the registration process.
2. You are responsible for all uses of your account. You must keep your password confidential. We may refuse, at our sole discretion, to allow you to register a username that is trademarked, inappropriate, or impersonates another individual.
3. You agree to let Lexington Theological Seminary immediately know of any unauthorized use of your account.
4. You are 18 years or older. By registering for LTS Online, you are indicating that you have the capacity to understand these Terms of Service. Lexington Theological Seminary will not be held liable for any loss or damage for non-compliance.
5. You understand and agree that Lexington Theological Seminary does not control, verify or endorse links, communities, forums, chat, events, or messages, unless explicitly stated. Any links that take users out of LTS Online are not under the control of Lexington Theological Seminary, so the Seminary is not responsible for any of the content, functions, services, or links of third-party sites.
6. When registering with LTS Online, you must provide, and maintain, accurate, current, and complete information about yourself.
7. Students who audit a class will have access to support from the Instructional Designer for registration and for two support incidences during the span of a course. Support will end 24 hours after the final day of class.
8. Course content will be available to students registered in a given class for up to a year as of the final date of the course.
9. Lexington Theological Seminary reserves the right to refuse the Service of LTS Online to any user.

#### Use Behavior

You are fully responsible for your behavior on LTS Online, which includes the way that you utilize any aspect of the LTS Online service.

1. You are completely and solely responsible for the content you post on the LTS Online Learning System, which includes, but is not limited to, photos, messages, chat, personal profiles, community posts, broadcasts, blogs, events, audio and video clips. Unauthorized or illegal content includes, but is not limited to
  - a) The display of sexually explicit material
  - b) The display of abusive, harmful, racially or religiously offensive or bigoted obscene, or libelous material
  - c) The use of flaming or trolling
  - d) The display of material that encourages criminal behavior that violates any local, state, national, or international law or regulation
  - e) The use of the Services for unauthorized advertising, which includes MLM/pyramid schemes, spam, chain letters, sweepstakes or contests
  - f) The transmission of viruses, worms, or Trojan horses to destroy or limit any functionality of the software or hardware of the LTS Online Learning System and its users

- g) The display of information about another person without their express consent, or the posting of any copyrighted material that you do not have legal authorization to use
- 2. You agree to understand that the faculty of Lexington Theological Seminary or the administrators of LTS Online can delete any content that is offensive, illegal, harmful, or in violation of the rights of other users and members.
- 3. You understand and agree that you can only use the LTS Online Learning System for academic use. You cannot use the LTS Online Learning System for any commercial or business purposes.
- 4. Any member who demonstrably harasses or abuses another member will be removed from LTS Online.
- 5. Other unauthorized or illegal behaviors include but are not limited to:
  - a) The display of false information about yourself or anyone else
  - b) Changing, in any manner at all, or reverse engineering any aspect of the LTS Online - you may not attempt to derive source code from LTS Online
  - c) The use of any search/retrieval application (e.g. robot, spider) to index any aspect of LTS Online
  - d) The posting of information that implicitly or explicitly implies that it is endorsed by LTS Online or Lexington Theological Seminary

#### Copyright Infringement:

Lexington Theological Seminary respects copyright and other laws. LTS Online requires all users to comply with copyright and other laws. LTS Online does not provide you with file-sharing ability so that you can violate the copyright of third parties.

As a participant in LTS Online, you agree that you must not use LTS Online to infringe the intellectual property of others in any way. The unauthorized reproduction, distribution, modification, or posting of copyrighted work is a violation of copyright law.

You are responsible for your behavior on LTS Online and for making sure that it does not violate any copyright laws. If you violate copyright laws, then you may be exposed to civil and criminal liability, including possible fines and jail time.

#### Privacy Policy

Please see our privacy policy incorporated herein by reference

#### Disclaimer of Warranties:

Lexington Theological Seminary, LTS Online, and its affiliates, partners, and consultants disclaim any and all responsibility or liability for the content, completeness, accuracy, legality, reliability, or availability of information or materials displayed on LTS Online. You agree that the use of the Service and anything that you download from LTS Online side is at your sole risk, discretion, and responsibility. You will be wholly responsible for any damage to your computer

system that results from you use of the Service or the downloading of information. Lexington Theological Seminary disclaims any and all responsibility and liability for the conduct of any participant in LTS Online. Lexington Theological Seminary will not be held liable for any interactions you have with other individuals or organizations through LTS Online. You agree that Lexington Theological Seminary and LTS Online are not responsible for any damage or loss that occurs as a result of such interactions and that LTS Online has no obligation to become involved in any such disputes, further, you release Lexington Theological Seminary from damages of any kind that arise from such disputes. Lexington Theological Seminary offers LTS Online and all its service as an “as is” basis, with no warranties whatsoever. Lexington Theological Seminary and LTS Online expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

### Indemnity

You agree, at your expense, to indemnify, defend and hold Lexington Theological Seminary and LTS Online harmless from and against any loss, cost, damages, liability and/or expense arising out of or relating to (a) third party claims, actions or allegations of infringement based on information, data or content you submitted in connection with the service, (b) any fraud or manipulation, or other breach of this agreement by you, or (c) third party claims, actions, or allegations brought against LTS Online arising out of your use of the service or software.

### Limitation of Liability

In no event, situation, or circumstance will Lexington Theological Seminary or LTS Online be liable to your or any third party for any indirect, incidental, special or exemplary, or consequential damages arising or resulting from your use of LTS Online whether or not LTS Online has been advised of the possibility of such damages. This includes, but is not limited to damages from uploaded or downloaded third party content and damages from the interruption or termination of LTS Online services. Some jurisdictions do not allow the limitation of exclusion of limitations of incidental or consequential damages, so the above limitations and exclusions may not apply to you. In no event, situation, or circumstance will LTS Online be liable to you for an amount exceeding five hundred dollars (\$500.00).

### Termination

Lexington Theological Seminary can refuse rights of participation in LTS Online to anyone at its sole discretion. In addition, Lexington Theological Seminary can terminate participation in LTS Online and delete any related information of any participant at any time for any reason. If Lexington Theological Seminary terminates your participation in LTS Online, they you can no longer use LTS Online service or services of any of its affiliates.

### Other Terms

This Terms of Service Agreement is governed in all respects by the laws of the Commonwealth of Kentucky, USA, and any disputes arising hereunder shall be submitted to state and federal

courts and you agree to and consent to the exclusive jurisdiction of such courts. If any aspect of this agreement is deemed invalid, then the remaining provisions shall still be enforced. You may not transfer this agreement and any attempt to the contrary is void. Lexington Theological Seminary is not responsible for any delay or failure in performance resulting directly or indirectly from causes beyond LTS Online's reasonable control. Any correspondence about this Agreement will be sent to you via the email that you provided during registration.

#### International Use

If you are not a resident of the United States of America, then you agree to follow all applicable laws and local rules regarding the transmission of data from the United States or the country in which you live.

We hope that you enjoy your use of the Lexington Theological Seminary Online Learning System. These Terms of Service are necessary and allow us to offer this Service to you, our valued user. Official correspondence must be sent through postal mail to :

LTS Online  
Lexington Theological Seminary  
230 Lexington Green Circle, Ste 300  
Lexington, KY 40503

This Terms of Service represents the complete, entire, and exclusive understanding and agreement between you and LTS Online. It supersedes all prior, written or oral, understandings or agreements. You understand and agree that you have read these Terms of Service and amendments can be posted to this Terms of Service. You agree and understand that your continued use of the Service represents your consent to such amended terms.

### **LTS WEBSITE PRIVACY POLICY**

Lexington Theological Seminary is committed to protecting your privacy. Any information we may gather about you is used by us only so that we can make our website easier to use and more relevant to you.

There are two types of information we collect. The first is general information regarding the pages on our website. We keep track of how many people visit certain pages so we can improve the site. The second is specific information you give us if you choose to request more information about us, to apply for any of our programs, or request and keep you informed about relevant information.

Lexington Theological Seminary does not knowingly collect any personal information from children under the age of 13 on our website. We will not knowingly collect personal information from teens 13 through 17 without disclosing how the information will be used and notifying the teens that they should obtain their parent's permission prior to submitting any personal information.

Lexington Theological Seminary does not sell, rent or release information gathered on our website to any individuals, companies or groups. Any information we gather is used exclusively for Lexington Theological Seminary's own purposes as stated above.

You will only receive email communication from Lexington Theological Seminary if you register your email information with us (for example, when you update your information and choose to be included in future email communications). Any email you receive from us will contain information regarding opportunities that may be of interest to you. We will remove you from our email list upon written request.

Lexington Theological Seminary uses secure server software. Should you provide us with sensitive information for any reason (such as a credit card number), that information will be encrypted with industry standard SSL (Secure Socket Layer) technology. Please note that email is not encrypted and is not considered a secure means of transmitting credit card numbers.

By using our website, you consent to the above uses of information. If any changes occur in this policy, we will post them here so you always have access to our current policy in regard to your privacy. Lexington Theological Seminary may not be affiliated with and cannot be held responsible for information that is provided by sites that link to Lexington Theological Seminary. The information and points of view on these sites are not those of Lexington Theological Seminary and do not reflect the opinions or position of Lexington Theological Seminary.