



January 30, 2020

To: Ken Baerenklau, Associate Provost

From: Dylan Rodríguez, Chair  
Riverside Division

**Re: Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)**

I write to provide the full set of Senate Standing Committee and Faculty Executive Committee responses to the proposed ILTI agreement.

Executive Council discussed the issue and response memos at its regular meeting of January 13, 2020. Aside from affirming the content of the attached committee consultations, Council agreed that this matter centrally affects faculty welfare on campus. Please note the substantive and, at times, acute concerns that surface in many of these committee responses.

One major concern involves the apparent non-alignment between the ILTI agreement and copyright ownership policy, which appears to have the effect of compromising faculty ownership of course content and materials. The policy must be clarified regarding this potential implication, not only for reasons of proper ownership, but also for fundamental matters of academic freedom. More specifically, there is encouragement to consider aligning the proposed ILTI agreement with existing copyright policies. A related consideration involves the responsibility of the UC Regents to more robustly support relevant course development by facilitating resolution of potential copyright matters that surface in the process of course creation. Additionally, there are important questions raised by Graduate Council regarding the lack of provision for ongoing evaluation of online courses over the long term for the sake of avoiding obsolescence or stagnation. Finally, the Library and Information Technology Committee's response offers a full, nuanced appraisal of the proposed policy that culminates in a strong recommendation that it be withdrawn, given its current form.

I trust this consultation will be helpful to the process of reassessing and revising this proposed policy.

Peace  
dylan

Cc: Cherysa Cortez, Senate Executive Director

 UNIVERSITY OF CALIFORNIA  
**UCRIVERSIDE** | **Academic Senate**  
**COMMITTEE ON ACADEMIC FREEDOM**

November 5, 2019

To: Dylan Rodriguez, Chair  
Riverside Division of the Academic Senate

From: Dmitri Maslov, Chair   
Committee on Academic Freedom (CAF)

Re: UCR Online Course Agreement (ILTI Agreement)

The Committee on Academic Freedom considered the proposed UCR Online Course Agreement (ILTI Agreement) submitted for Systemwide Review on October 3, 2019.

One of the concerns is that this document is regarded separately from the Copyright Ownership document, yet the two documents deal with the overlapping set of issues. Apparently, this happened because the Course Agreement document predates the Copyright Ownership document by several (!) years. Currently, these two policy documents remain unaligned with each other.

The committee is in agreement that a regular course is owned by the originator (faculty member). This is also fully in line with the Copyright Ownership document. In the UCR Online Course Agreement document under discussion, the owner (faculty) cedes some or all rights to University. However, the online courses are the same as other courses in that the faculty member owns the syllabus used in a course and the materials as well — these would include course notes, PowerPoints, iLearn materials. If the university wants to use online materials from a faculty member/instructor's course or the course itself then the university can enter into an agreement with the faculty member. If both parties want to have an agreement, then the attached policy would apply. That is, if the faculty member does not want his/her/their course or materials to be used by anyone else then that course or its materials cannot be used. The ownership of course and materials is that of the faculty member.

However, if the on-line course has been created with involvement from extra support from the University (aka 'Significant University Resources', such as an ILTI grant) then, according to the Copyright Ownership document, the course and materials are owned by the University, not the faculty member. Then no license is required, unless the University wants to give some rights back to the faculty originator. The Online Course agreement document should say specifically who owns what, in other words this document should be updated to be fully in line with the Copyright Ownership document.

In relationship to this question, there needs to be a clear definition of what "Significant" or "Exceptional University Funds" means. How much or what percentage is "significant" or "exceptional"?

Of special concern is a possible situation when a professor develops a class and is either paid directly for it or it is developed with “Significant University funds”—and then is taught by any person the university might hire. One imagines that the university would prefer to hire adjuncts to whom they can, at least at this point, pay significantly lower wages. As such, the legal rights of those who create these classes should be clearly protected.

There are other specific concerns on this proposed agreement as well.

1. It is clear from the document that it assumes that a faculty member does not fully own the course they create. This is not in full agreement with the Copyright Ownership document mentioned above. But even when the faculty originator cedes his/her right to the University (under the "Significant University Funds" scenario), it is not clear how much is owned by both parties and how to determine that.

*“the Contributor owns the portions of the Course created”*

*“The Regents owns the portions of the Course created by it”*

2. There are a stipulated number of times a course is needed to be offered. It is not clear who owns the course after that.

3. In addition, it appears that The Regents reserve absolute authority to distribute and modify the course and materials as they may see fit, royalty free. Does that mean The Regents own this course completely, and the faculty member who developed the course has no ownership? Faculty may find this unfair.

4. Copyright issues and related responsibilities are pushed entirely on the contributor. The UC should share responsibility and provides support and resources regarding this during course development.

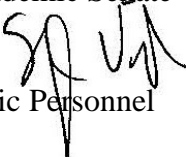
In summary, the UCR Online Course Agreement (ILTI Agreement) document should be augmented and brought in line with the Copyright Ownership document.



**COMMITTEE ON ACADEMIC PERSONNEL**

December 9, 2019

To: Dylan Rodriguez  
Riverside Division Academic Senate

From: Sherryl Vint, Chair   
Committee on Academic Personnel


Re: UCR Online Course Agreement (ILTI Agreement)

At its meeting on November 25, 2019 CAP considered the ILTI Agreement. The committee was concerned that the provisions in the Agreement related to the copyright of course materials had the potential to impinge on Senate member's academic freedom in relation to how they structured their teaching. In particular, the committee was concerned that the policy had the potential to negatively impact Senate members' teaching due to the possibility that they would be required to deliver course content already copyrighted to the University rather than have the freedom to develop their own courses. CAP was concerned that this would disproportionately affect those hired in the Professor of Teaching series. Moreover, CAP has noted that teaching evaluations are consistently lower in online courses, and the proposed agreement offers no comments on how to assure fairness in assessment of teaching among faculty delivering courses through different methods. Finally, CAP was concerned about the lack of any discussion of support for the online course infrastructure.



November 4, 2019

To: Dylan Rodríguez, Chair  
Riverside Division

From: Stefano Vidussi, Chair   
Committee on Educational Policy

Re: UCR Online Course Agreement for ILTI

The Committee on Educational Policy (CEP) reviewed the UCR Online Course Agreement for ILTI at their November 1, 2019 meeting. The Committee did not note any concerns with the agreement in regards to the Committee's charge of undergraduate education. However, the Committee did note concern with the potential for copyright issues as the agreement states that the Regents own portions of ILTI funded courses.



**COMMITTEE ON DIVERSITY, EQUITY, AND INCLUSION**

November 6, 2019

To: Dylan Rodriguez  
Riverside Division Academic Senate

From: Xuan Liu, Chair  
Committee on Diversity, Equity, and Inclusion


Re: UCR Online Course Agreement (ILTI Agreement)

The Committee on Diversity, Equity, & Inclusion considered the proposed Online Course Agreement and did not find any issues related to its charge.



October 15, 2019

To: Dylan Rodriguez, Chair  
Riverside Division

From: Randolph C. Head, Chair   
Committee on Courses

Re: UCR Online Course Agreement (ILTI Agreement)

The Committee on Courses reviewed the UCR Online Course Agreement (ILTI Agreement) at their October 11, 2019 meeting and was supportive of the version of agreement that is proposed for UCR, but not of the draft prepared by the UCOP general counsel's office. The Committee appreciated that the UCR draft addressed concerns it had with the UCOP agreement, including how derivative works are to be approved, and the wording of the 'hold harmless' clause.

November 4, 2019

To: Dylan Rodriguez  
Riverside Division Academic Senate

From: Abhijit Ghosh, Chair  
Committee on Faculty Welfare

Re: Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)

The CFW has discussed the proposed ILTI agreement in a meeting on Oct 15, 2019. The committee has found a number of major concerns in the proposed agreement. Overall, the proposed agreement seems to lack a number of important details. For example – how is the department involved in all these? Does teaching online courses count towards regular teaching load? Who owns the content after a stipulated number of offerings as per the agreement? What is the delivery system and how is the content protected? How would the current online and hybrid courses be handled in this new paradigm?

Following are the major concerns:

1. The agreement says that “the Contributor owns the portions of the Course created”. It is not clear who owns what part, or how that would be determined.
2. Section 1.1.2: "The Regents owns the portions of the Course created by it". What exactly is meant by "it"; is it the vehicle of delivery, the monetary compensation, or some other factor?
3. It is not clear what and how much each campus can transfer to the contributor for ownership of materials owned by the regents (with no explanation of what exactly is owned by The Regents).
4. It appears that The Regents reserve absolute authority to distribute and modify as they may see fit, royalty free. The CFW thinks that such a wide-ranging blanket authority over the course materials by anyone other than the contributor may not protect the interest of the contributor (that is the faculty) and may alter the course content in a way not intended by the contributor.
5. Copyright issues and related responsibilities are pushed entirely on the contributor. The Regents should share some responsibility and provide resources to make sure that the copyrights issues are taken care of while course is being developed.

Finally, we recommend that any proposed agreement should be drafted in consultation with professional lawyers and most importantly faculty members who have already developed and taught online/hybrid courses in the UCR system.



**GRADUATE COUNCIL**

November 1, 2019

To: Dylan Rodriguez, Chair  
Riverside Division

From: Jason Stajich, Chair  
Graduate Council



**Re: Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)**


Graduate Council reviewed the proposed UCR Online Course Agreement at their October 17, 2019 meeting. The concerns raised by Graduate Council's review and discussion of the text follow.

1. The committee is concerned about how content of online courses will be revisited to ensure they are not stagnating. For example, creators of courses may leave the university and then the content of these online courses may remain unchanged. If an online course content is to be offered again, the committee wants to be sure that the decision to use the content rests with the department faculty and the instructor of responsibility.
2. Related to the above point, the committee is concerned about procedures for periodic reviews of online courses. What is the proposed procedure for review and who is responsible for overseeing this? How would procedures for program reviews be updated to reflect the need to ensure online courses are not stagnating?
3. The committee feels that the language in section 1.1.3 on page 5 is not specific enough about what might constitute a "reasonable notice" and a "timely objection."
4. The committee feels that it would help to clarify what might constitute "portions of the course" created by The Regents, either in the agreement or in an attached FAQ. This would also help faculty who sign the agreement to be fully informed on this point.



October 31, 2019

To: Dylan Rodriguez, Chair  
Riverside Division

From: Leonid Pryadko   
Committee on Library and Information Technology

Re: Campus Review: Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)

The Committee on Library and Information Technology reviewed the Proposed Agreement: UCR Online Course Agreement (ILTI Agreement) at their October 17, 2019 meeting and note the following.

First, the LIT Committee would like to express a general concern about the lack of background information provided, and the form of the materials forwarded for review.

A version of the ILTI agreement had been previously reviewed at an Executive Council meeting on March 24, 2014. It is not clear, however, whether any of the two document versions in the PDF distributed for discussion coincides with the ILTI Agreement reviewed by the Executive Council. Furthermore, any changes made to the document should have been completed through track changes to alleviate unnecessary discussion during the meeting.

Second, the cover letter listed three specific reasons for making changes: 1) the need for language regarding "Designated Instructional Appointee", 2) to ensure that online courses be offered a certain minimum number of times, and 3) to ensure that the Agreement treats Unit 18 Lecturers on equal footing with Senate Faculty. However, while the change actually made in the proposed version only concerns items 1 and 2, they are much broader in other aspects. No reason or justification was given for making these additional changes.

The committee also had the following comments/suggestions:

Item 1.1.3: Insertion "... perpetual, royalty free, fully paid-up ..." license, even though the document elsewhere stipulates that the agreement has a time limit. The language "create derivative works" should be dropped from this item and should instead be a subject of the next item 1.1.4, as it was in the original document. Similarly, the original language "... for the term of this Agreement only, upon payment of the remuneration identified herein only." was removed.

Item 1.1.4 in the original document was merged into the end of 1.1.3, with "(b) the express written consent of the Contributor" replaced by "(b) the absence of a timely objection from the faculty

member." This seems to imply that the Contributor would have a say in the matter only as long as he or she remains a faculty member. This seems problematic to us.

Item 2.2 (discussing a royalty share due the contributor) omits "... a derivative thereof..." which seems to indicate that, e.g., changing a medium of the course would be sufficient to make the author ineligible for any royalty share payments. Again, this seems problematic to us.

The new Item 4 regarding the frequency of course offering fails to mention any remuneration to the contributor in case the course is offered in his/her absence. The statement "... or for other reasons" at the very end of Item 4 needs clarification.

Item 7 (original Item 6). The meaning and the apparent purpose of the original document has been changed rather dramatically here. The currently proposed version seems punitive to the Contributor instead of protecting him or her from possible litigation.

Altogether, it is the opinion of the LIT committee that the proposed version of the ILTI Agreement should be withdrawn. Instead, a modified version of Item 4 "Frequency of Course Offering" should be inserted into a version of the document previously reviewed by the Executive Council. Any other proposed changes should then be explicitly justified.

Finally, any future changes should be submitted in a format that allows for an easy comparison between the original version (previously reviewed at the Executive Council meeting) and a proposed new version.



**PLANNING & BUDGET**

October 29, 2019

To: Dylan Rodriguez, Chair  
Riverside Division

From: Harry Tom, Chair  
Committee on Planning and Budget

A handwritten signature in black ink that reads "Harry WK Tom".

**Re: [Campus Review] Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)**

The Committee on Planning & Budget (P&B) reviewed the proposed UCR Online Course Agreement at their October 29, 2019 meeting. P&B felt that the agreement did not have known budgetary consequences or impact.

**From:** [Richard Carpiano](#)  
**To:** [Senate](#)  
**Cc:** [Jennifer Kelsheimer](#); [Bruce Babcock](#); [Qingfang Wang](#); [Karthick Ramakrishnan](#)  
**Subject:** Re: FW: [Campus Review] Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)  
**Date:** Monday, November 4, 2019 8:34:23 PM

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Dear Senate,

I am writing as Chair of the SPP Executive Committee in regard to the "Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)" that you distributed for comment.

The SPP Executive Committee reviewed this documentation and have no comments to add.

Best,  
Richard Carpiano

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On Thu, Oct 3, 2019 at 2:46 PM Jennifer Kelsheimer <[jennifer.kelsheimer@ucr.edu](mailto:jennifer.kelsheimer@ucr.edu)> wrote:

Hi Rich,

I received the below communication from Academic Senate. They are requesting a response (if the EC chooses to respond) by November 5<sup>th</sup>.

Additionally, I've added a reminder to the calendar.

Best,

# UNIVERSITY OF CALIFORNIA, RIVERSIDE



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EXECUTIVE COMMITTEE:  
COLLEGE OF HUMANITIES, ARTS, AND SOCIAL SCIENCES

RIVERSIDE, CALIFORNIA 92521-0132

November 1, 2019

TO: Dylan Rodriguez, Chair  
Academic Senate

FROM: Lucille Chia, Chair  
CHASS Executive Committee

RE: [Campus Review] Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)

The CHASS Executive Committee discussed the Proposed Agreement: UCR Online Course Agreement (ILTI Agreement) via email. There were no objections and our committee approved the proposed agreement.

Lucille Chia, Chair

CHASS Executive Committee



November 22, 2019

To: Dylan Rodriguez, Chair  
Riverside Division

From: Louis Santiago, Chair, Executive Committee  
College of Natural and Agricultural Science

A handwritten signature in black ink that reads "Louis Santiago".

Re: UCR Online Course Agreement (ILTI Agreement)

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The CNAS Executive Committee discussed the proposed policy on UCR online courses. There was some discussion about the definition of “exceptional university resources”. While the document does discuss this, it is an important factor and there appear to be some grey areas. The committee was intrigued by the idea that the UC actually needs a license from faculty to use the intellectual property of online courses. There was an appreciation for the idea that faculty can get royalties for the online courses that they create.

However, there was also concern with section 7.2, which indicates that if a lawsuit happens, the faculty would be on their own and would have to pay for legal expenses for themselves, and possibly the Regents. In a previous version of this agreement, the UC was designated to cover legal issues of faculty related to online course materials.



October 22, 2019

To: Senate

From: School of Business Administration Executive Committee

Re: [Campus Review] Proposed Agreement: UCR Online Course Agreement (ILTI Agreement). Distributed for Review: 10/03/19

Please let this memo serve as an official notification that the School of Business Executive Committee has no opinion regarding this topic.