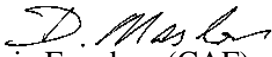


 UNIVERSITY OF CALIFORNIA
UCRIVERSIDE | **Academic Senate**
COMMITTEE ON ACADEMIC FREEDOM

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.