Dawn started off the meeting as a visiting representative from Faculty Senate to give the committee their charge, remind them of the bylaws, and let them know if there is any extra work or projects for the committee to work on for the year – the answer to that was “no,” there was nothing recommended by Senate for the committee to work on. The committee also needed to elect a chair. Solicitations were made for any volunteers; there were no volunteers, so Gloria and Julie nominated Roger to chair the committee. Roger was unanimously voted in as chair. The meeting was turned over to Gloria at that point. Gloria invited Dawn to stay for the meeting if she wanted and Dawn accepted.

Introductions were made around the table. Guests included: Mary Niemiec, Associate Vice President for Distance Education and Director of Online Worldwide, Todd Karr, Assistant Director of University of Nebraska Online Worldwide, Dr. Dawn Mollenkopf, Past President of UNK Faculty Senate, Dr. Kenya Taylor, Associate Vice Chancellor for Academic Affairs and Graduate Dean

As you might remember, the committee had been discussing MOOCs /Coursera last year and waiting to get a copy of the Coursera contract. Our committee met briefly last month after having received a copy of the contract in August. There were several concerns and many questions regarding the contract and MOOCs in general, so Gloria had members submit their questions in writing to her and then she sent them on to Mary. Rather than respond back in a lengthy email, Mary decided it might be easier to address the concerns in person.

Mary gave us a little background information how this all evolved. Her comments are as follows: “Coursera approached President Milliken and invited us to join as a system partner. Coursera was very interested in looking at how systems with multiple campuses can really increase access to learning. The other campuses that joined in addition to ours were Georgia, Colorado, and Tennessee. UN is not really a system by Nebraska statues, we are one university with four campuses, separately accredited campuses – we use the term “system” because that’s what people understand, however, we are not a Penn State – they are one university with one accreditation – we have four. President Milliken brought this to the Chancellors and said we have an opportunity here to unlock the door to Coursera for you to use as you wish. We can enter in as a whole – is this something you are interested in? The Chancellors said we need to be able to explore MOOCs, maybe experiment with them at a low risk. There was no cost to us to enter Coursera, it’s a non-exclusive agreement, so we are not tied to it, there is no requirement for us to offer anything. It provides for options of ways in which we can engage. 1) We can use the platform to offer an open access course, 2) there is the option of us using adopted or guided courses – each campus/dept. can look at courses currently offered on the Coursera platform by
other institutions and see if they want to bring them in and blend them, or wrap around, or use them wholly. If that is a decision that is made, then there would be a fee with those courses – around $3,500 and so much per student. 3) The third option would be if we offer an open access course and another institution wants to use it or adopt it – they can then license it and you can get revenue from that licensing agreement. The process, as it has been laid out, originates and ends with the CAOs (chief academic officers) from each campus. The CAOs had input on this agreement, they looked and made recommended changes that were incorporated into the agreement by the legal counsel. The process starts here on each campus, it’s a departmental, college and campus decision as to what moves forward if anything moves forward. The proposal, which is the course development agreement (exhibit A), is then brought forward, after the campus CAO has signed off on it, and forwarded to the CAO counsel for review. We want to be very strategic, this is very high profile, and we want to invest resources into a MOOC that comes forward as a gold standard – making sure it has the technology, the videography, that is has everything it needs to really represent what we do well.”

Mary has proposed funding at least 50% of the cost to develop one MOOC per campus from her current budget, and each individual campus putting up the additional 50%. One of the reasons Mary is doing this is because she sees these as being potential lead generators for our campus programs as it increases our brand recognition, and also this is a way to repurpose MOOCs as we move forward. Based on what other institutions have said, Mary estimates the cost to develop a MOOC to be about $50,000 if done in a high-end way.

At this point questions and concerns about the contract were opened up for discussion between Mary and the committee.

- There needs to be more clarification with the terminology in the contract when it refers to “system” and “system campus.” Several areas in the contract were confusing to the reader with these two terms and they may even be turned around in context.
- Maybe extra language or an additional document that defines what “system” and “system campus” is could be helpful in clarifying the contract.
- The decision to offer credit for a MOOC, whether credit is taken for transfer credit, AP credit, or experiential learning – that is a program/dept./campus issue and not addressed in this contract.
- Mary will not be putting together a list of Guiding Principles as that should come from the individual system campuses.
- Gloria is the coordinating Program Manager for the UNK campus. For interface with Coursera, Mary Niemiec, Todd Karr, and Chris from Online Worldwide are the responsible contacts.
- Mary said she would be willing to get legal interpretation on the contract, and if counsel feels they need an addendum to the document they can put one together. This will protect our campus rights and ensure we’re not doing anything we shouldn’t be doing.
- Roger felt that measure would be most beneficial because of the UNKEA Collective Bargaining Agreement. We can’t move forward until this is resolved.
- What if the instructor wants to suspend a course and the “system” disagrees. Who in the system decides and what would be the procedure? Mary said that would be determined by the CAOs. The CAOs are going to be the governing body for our academic relationship with Coursera.
• Regarding the contract Deficiency Notice in the Course Acceptance Procedures – what if the instructor disagrees with Coursera, but the “system” doesn’t want to challenge Coursera – what is our recourse if any? According to Mary, “In the course development agreement, if an instructor chooses to do an open access course, there are certain terms and conditions within that agreement that they agree to do this. One of those being an agreement to do the course, and if they don’t finish the course, then the University has the ability to continue to use the content and deliver the course. However, no one is forced to sign that agreement. Before there is a faculty member who is developing a MOOC, they need to realize there is a significant investment on behalf of the university, and that it’s almost like a contractual agreement to develop this because they may be getting compensated for it.”
• Instructor of record for the course verbiage needs to be clarified or changed.
• Mary said, “If you feel the terms of the agreement are not palatable or you feel they do not protect what you want to do well enough, then there is no obligation to participate.”
• There is one course from UNMC moving forth right now – very early stages of conversation – probably will not be offered until late spring or late summer – topic will be Health Literacy.
• This will not be Coursera’s course – they only have rights to use the content during the terms in which we agree they can use them. Coursera does not keep this information. The campus has the option of saying we want to offer this same course again for a second time or not.
• Anything that’s in the UNKEA Collective Bargaining Agreement has to be followed. This would override the Coursera contract.
• Intellectual property is considered jointly owned if instructor is paid to develop a MOOC.
• Insert “blocked” language in the contract for clarity.
• Mary recommended listening to Dr. Tony Rostain from the University of Pennsylvania during the Campus Conversation that UNMC had, this was regarding the MOOC he has done with Coursera – the video has been archived so if you haven’t seen it you still can – Dr. Rostain was fresh and very open about it – he has been asked to do it again, he’s going to be making changes, because he found in the process of doing this things he wants to do differently. He also felt this improved his campus teaching so much. Todd will send a link to the webcast for the committee members.
• In hindsight, Mary agreed, it probably would have been a good idea to have a faculty representative from each campus at the Coursera meeting.
• Gloria recommended that all of us on the committee or some of the members of UNkea look at the document and highlight what the questions are. Roger noted, too, that Faculty Senate would need to vet the contract as well.
• Sponsorship discussion – which isn’t an issue
• Technical standards – content is a faculty decision….the technical quality will be something that Coursera will look at to make certain we just don’t do a lecture capture.
• Who receives the revenue from Coursera when courses are offered? Mary said, “If students sign up for a signature track, revenue comes back. If other institutions license the MOOC, then revenue comes back. If we adopt or guide a course, revenue goes out. The President and the Chancellors will decide on where the revenue goes, the proportion, and what comes back.”
• Mary feels strongly that the majority of the revenue will come back to the campuses much like the distance education tuition. Right now 95% of distance education tuition comes back to the campuses.
• Mary will share this with the attorneys, but makes no promise that the document will be changed – she will ask how they can provide clarifying language, and it may be a clarifying document from the President. This is a two-year contract. The contract itself may not be changed – but an overlaying document may be added.
• The committee agreed that UNK cannot move forward until we get clarification on the contract.

This committee will serve as the MOOC representatives for the campus. The committee will work in concert with UNKEA and Faculty Senate to make sure the contract is clear as well as developing a process that faculty can follow if they are interested in developing a MOOC.

Gloria will get Mary a list of the comments on the contract.

Respectfully submitted
Julie Saalfeld