



What to Watch Out for in OPM Contracts

AAUP chapter organizing around the privatization of the online classroom has revealed important things to look out for in Online Program Manager (OPM) contracts with higher education institutions:

- Know your faculty intellectual-property rights. Review your institution's current instructional IP policy and evaluate its weaknesses. You may need to organize with your chapter to win a stronger intellectual-property rights policy that protects your online instructional materials.
- Watch out for corporate, for-profit-college-industry practices. Review the student application and enrollment agreements and the faculty contracts used by the online program. Look for restrictive agreements such as mandatory arbitration clauses and nondisclosure agreements that students or faculty must sign.

Additionally, a recent Century Foundation analysis of over seventy contracts between OPMs and higher education institutions ([link below](#)) shows that faculty should hold administrations accountable to the following standards when negotiating a contract with an OPM:

- Don't buy bundled services. Contract for the specific service(s) needed, as discrete units, at the time they are needed.
- Don't bypass your own faculty. Ensure that contracts make it clear that the university maintains the power to determine how an online program is used.
- Don't sign lengthy, unbreakable contracts. Contract on flexible, shorter terms, with clauses that allow for early termination as needed.
- Don't "share" your tuition revenue. Pay for each service up front.
- Don't facilitate aggressive marketing practices. Retain control over recruiting, admissions, and enrollment decisions, as well as the use of students' data.

<https://tcf.org/content/about-tcf/tcf-analysis-70-university-opm-contracts-reveals-increasing-risks-students-public-education/>