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# FAC'S SHEET

Newsletter of the University of Scranton Faculty Affairs Council  
October 2007

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**Remember This Date!!**

## FAC Members Meet October 9<sup>th</sup> in Leahy

The second FAC meeting for 2007- 2008 is scheduled for Tuesday, October 9 in Leahy Auditorium.

Lunch will be served beginning at 11:15 a.m. with the business meeting starting at 11:30 a.m.

The Executive Committee urges all members to attend. Check in the right hand column for the agenda.

### ***FAC Meetings For 2007-2008***

The FAC Executive Committee has scheduled monthly membership meetings for the 2007-2008 academic year on the following dates and at the places indicated. All regular meetings are set for Tuesdays, beginning at 11:30 a.m. Additional meetings may be called to address special issues or concerns.

October 9, 2007 - Leahy Auditorium  
November 13, 2007 – Brennan Hall, Room 509  
December 11, 2007 - Leahy Auditorium  
February 12, 2008 – Brennan Hall, Room 509  
March 11, 2008 – Leahy Auditorium  
April 8, 2008 – Brennan Hall, Room 509  
May 13, 2008 – Brennan Hall, Room 509

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## **FAC'S SHEET**

is published periodically by the Faculty Affairs Council at the University of Scranton. The editor is Willis Conover. Comments and suggestions from the membership are welcomed. Members may also check FAC's Web site at [www.scranton.edu/fac](http://www.scranton.edu/fac) for further information on the Faculty Affairs Council, an affiliate of the American Association of University Professors (AAUP). Copies of the Faculty Contract and Handbook are found on the site. Members may also link to the national AAUP home page.

## **AGENDA**

For October 9th Meeting

1. Chair's Report (Michael Friedman)
    - a. Update on FAP Replacement Plans
    - b. Staff Parking in Lot S
  2. Contract Administration Report (Kevin Nordberg)
  3. Treasurer's Report (Dan West)
  4. Grievance Officer's Report (Ned Warner)
  5. Secretary's Report - Elections (Joe Wilson)
  6. New Business (Michael Friedman)
    - a. Stopping the Tenure Clock for Childbirth and Adoption
    - b. Tenure Guarantees for Associate Provosts? - A Preliminary Discussion
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## **Stopping the Tenure Clock**

by Michael Friedman, FAC Chair

**F**or many faculty members, the beginning of their academic career coincides with an expansion of their family to include children for the first time. The tenure-track probationary period is difficult under the best of circumstances, but when the pressures of teaching, research, and service are combined with the extra physical and mental demands of pregnancy and childrearing, the stress can become overwhelming. Faculty members may be forced to make a difficult and painful choice between devoting adequate time to their pursuit of tenure and their responsibilities as parents.

In recognition of this dilemma, the AAUP's 2001 "Statement of Principles on Family  
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## FAC OFFICERS 2007-2008

### **Chairperson**

Michael Friedman  
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### **Contract Administration Officer**

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### **Grievance Officer**

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## **MINUTES**

### *from the September 11th FAC Meeting*

Michael Friedman called the meeting to order at 11:40 a.m. Friedman welcomed the membership back for the academic year and introduced the FAC officers. He then reported on several issues:

**Gender Equity:** Friedman reported that the FAC officers have received the administration's report dealing with non-financial issues on Gender Equity. He opened the floor to questions. Members observed that the overall number of women faculty is below the national average, and several suggestions were made to explain the disparity.

**Plans for the coming year:** Friedman said that the Handbook Committee would be looking into the question of stopping the tenure-clock for pregnancy and compensation for off-campus non-teaching duties. He also reported that FAC would begin preparing for next year's contract negotiations by holding a series of town meetings with departments and sending out a survey. The officers would also begin to consider the membership of the negotiating bodies.

**Grievance Report:** Ned Warner reported that there were 2 active grievances. The first involved the procedure to determine rank and tenure for incoming administrators. The History Department was not consulted before the Board of Rank and Tenure voted on an incoming administrator, a clear violation of procedure. In addition, a grievance (soon to be dropped) was in motion over the use of time during sabbaticals. In addition, a complaint over the assignment of teaching duties during summer and intersession was time-barred from being taken to the grievance stage. Warner reminded the membership that if they were planning to file a grievance, they should read the handbook first and cite specifically what part of the contract or handbook was violated, and how, and they must be able to propose a remedy. Friedman reiterated, with respect to the History Department's grievance, that the evaluation of scholarship was most effectively reserved for the departments. He also cited concerns about confidentiality with the Board of Rank and Tenure. Deliberations are confidential, but the procedures of the Board are subject to review.

**Contract Administration:** Kevin Nordberg reported that he had reviewed all the contracts for new faculty members to ensure that the handbook or contract was not violated. He also reminded the membership of the handbook change on the evaluation of lecturers. Lecturers now must be evaluated in some fashion during their second and fourth semesters of employment. Nordberg also reported that FAC and the administration had

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## Who Owns Your Courses?

by Kevin Nordberg  
Contract Administration Officer

Several years ago three major additions to the *Faculty Handbook* (Appendices VIII Copyright, IX Patents, and X Distance Learning) clarified faculty rights over their intellectual property. As more professors prepare to put their courses on-line, the officers of FAC want you to be aware of your legal and contractual rights over your intellectual property in such courses.

Copyright protects the expression of an idea rather than the idea itself. You are the owner of the original, expressed content of your courses – e.g. lectures, syllabi, bibliographies examinations, and any recordings, videos, or computer files that reproduce these. These are not considered “works done for hire” under the Copyright Act. Additionally you have the exclusive right to decide to distribute copies of the copyrighted works to the public by sale or other transfer of ownership, or by rental, lease, or lending. You determine who can use your lectures, for what purpose, how often, at what price. Tuition charged by the University of Scranton for its students to take such an on-line course cannot be considered royalties under the *Faculty Handbook* regulations. (A more complete list of examples of intellectual property and the rights that go with these copyrighted materials can be found in Appendix VIII, Section A.1.& 2.)

The *Faculty Handbook* lays out a few exceptions about ownership of copyrightable material developed through certain types of sponsored research with outside agencies or copyrightable works produced with the support of special substantial University resources. These special, extraordinary resources have to be identified as such before the actual creation of these works for you to lose any of your

ownership rights to the products of these special projects.

Your involvement in developing an on-line course and teaching an on-line course is purely voluntary. (Appendix X, Section D.1.a.) On-line courses have special enrollment limitations that ordinarily set the caps at 75% of the normal face-to-face classroom limits. Both the University administration and the faculty member share the responsibility of determining whether students are following the University norms of academic honesty for assignments and examinations. Therefore, you must be satisfied that the technology or location or timing of such examinations fulfills your standards for assuring academic honesty.

Under the provisions of the *Faculty Handbook* you have explicit recognition of many of your rights. However, many of the rights described in these three appendices belong to you as individuals i.e. they are legal

and constitutional rights which can be contracted away by you. FAC can protect your rights under the *Contract* and under the provisions of the *Faculty Handbook* until you contract to give up some of these rights.

It has come to the attention of the officers of FAC that some departments or programs may have entered into agreements with outside companies to record, distribute, and market University of Scranton courses to on-line students. None of the officers has seen the contracts that individuals have signed when they have sold their rights to the courses they have developed and recorded so we do not know exactly what rights individual professors

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## Who Owns Your Courses?

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have given up and for what type of compensation. Apparently some of these on-line courses are being used perhaps in as many as six sessions a year and in numerous sections during each session with no compensation for the professor who researched, prepared, organized, and filmed these courses. Compensation in some cases is paid to “evaluators” – adjunct or full-time faculty – who act as tutors and examiners for the on-line course. Be aware that these programs are likely to offer your courses to possibly hundreds of students without further compensation to you other than what you were paid to record the course. Under the current *Faculty Handbook* and *Contract* you are the one who must decide whether these proposals offer a fair compensation for your efforts and

intellectual property and whether the agreement you are signing guarantees that your courses will be used in ways you deem professionally respectable.

Before you enter into any such agreement there are many aspects to consider. For example, here are two possible rights you may be giving up by signing an agreement to develop an on-line course through an outside company. First, suppose that after you have recorded an on-line course, there are changes in a particular field that render some of the things in your course out of date or erroneous. Will you have the right to change or withdraw your lectures? Currently under Appendix X, Section E.2.b. of the *Faculty Handbook* you have that right. But if you sign a contract with

an outside company, you may lose that right. A second example: you may think that when you have sold the contents of your course to such a third party that all of what you have created as part of the course will be made available to students as part of the tuition of the course e.g. syllabi, bibliographies, etc. The company may, however, decide to market these supporting materials separately and charge University of Scranton students multiple times for what you thought would be marketed as a single package to them or the company may even decide to sell supporting materials nationally, totally separate from any enrollment in the course which you thought would be limited to University of Scranton students.

One right under the *Faculty Handbook* which cannot be given up by individuals is the right and responsibility for a departmental review of any on-line course even when that on-line course is of an already existing classroom course. (Cf. Appendix X, Section C.1.)

Certainly, before any faculty member negotiates or signs any agreement with an outside company – even one associated with the University of Scranton – s/he should read the three appendices of the *Faculty Handbook* dealing with copyright, patent, and distance education and consider whether the agreement being proposed is a fair one in the light of what you will be handing over, in the light of the use the company will make of your intellectual property, and in the light of the financial gain they will reap with your courses.

## Stopping the Tenure Clock

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Responsibilities and Academic Work” recommends that

a faculty member be entitled to stop the [tenure] clock or extend the probationary period, with or without taking a full or partial leave of absence, if the faculty member (whether male or female) is a primary or coequal caregiver of newborn or newly adopted children. Thus, faculty members would be entitled to stop the tenure clock while continuing to perform faculty duties at full salary. The AAUP recommends that institutions allow the tenure clock to be stopped for up to one year for each child, and further recommends that faculty be allowed to stop the clock only twice, resulting in no more than two one-year extensions of the probationary period.

While the AAUP 2001 Statement acknowledges that the demands of pregnancy and childbirth still fall disproportionately upon women, and thus female faculty members stand to gain more from such policies than their male counterparts, the AAUP recommendation applies equally to both men and women. Therefore, men who expect to share in childrearing duties may take advantage of the stoppage of the tenure clock along with their female colleagues. However, male and female faculty members who, upon becoming parents, do not feel that they need extra time to attain the requirements for tenure still maintain the right to decline any stoppage of the tenure clock.

The AAUP 2001 Statement also advises that, despite a change in the time frame for the tenure review, the candidate whose tenure clock has been stopped should ultimately be evaluated according to the same criteria as any other faculty member: “In extending the probationary period in recognition of the time required for faculty members to care for newborn or newly adopted children, institutional

policies should clearly provide that the tenure candidate be reviewed under the same academic standards as a candidate who has not extended the probationary period.” In other words, the extension of the probationary period should not be viewed by the department or the Board on Rank and Tenure as either an unfair advantage or as an additional hurdle placed in the candidate’s path toward tenure. Indeed, it should not arise at all as a topic in the evaluation process.

The Handbook Committee has developed a proposal for including the option of stopping the tenure clock in the *Faculty Handbook*. One of the most challenging aspects of composing this document was taking into account that tenure-track faculty members may be reluctant to avail themselves of this new provision for fear that it might give their colleagues the impression that they are not sufficiently devoted to their jobs. In an

attempt to allay this fear, the Handbook Committee has crafted the proposal in such a way that the University’s default position will be to stop the tenure clock for one year for any faculty member who informs the Provost/VPAA of a childbirth or adoption. A faculty member may decline to accept this postponement, or may simply choose not to inform the University of the arrival of the child, in which case the tenure clock would continue to run on schedule. At some point in the future, there may come a time when no hint of a stigma attaches to a faculty member who elects to stop the tenure clock, and at such a point, further revisions to the *Faculty Handbook* may be advisable.

Please join us at the October FAC meeting for a discussion of this new proposal.

## *Luncheon Menu*

*for October 9th Meeting*

- **Mixed Green Salad with Two Dressings**
- **Vegetarian Chili with Crackers**
- **Barbeque Chicken**
- **Cole Slaw**
- **Potato Salad**
- **Rolls and Butter**
- **Fresh Cut Fruit Salad**
- **Coffee, Tea, Soda, and Water**

**Serving will begin at 11:15 a.m. in Leahy Auditorium**

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### *MINUTES from September 11<sup>th</sup> Meeting*

(Continued From Page 2)

signed MOU's to approve exceptional course overloads, after checking with the affected faculty members that the overloads were undertaken voluntarily. Nordberg also reported that he was examining staff contracts to see if there are any staff members whose jobs are primarily teaching. There was a question raised from the floor about course caps. Faculty complained that the caps in their courses had been surpassed without their consent or knowledge. After some discussion, it was agreed that this issue needed further investigation and may become part of next year's negotiations.

Questions were raised about Faculty Specialists. There are currently 5 in the university, all new hires, none conversions from existing positions. There was some concern raised by faculty that Faculty Specialist positions were being used in place of regular tenure-track hires, a violation of the Handbook. One member of the faculty said that he

felt implicit pressure to hire a Faculty Specialist if he wished to get a position funded.

Another question was raised about the ongoing efforts to review our Blue Cross plan. Despite the efforts of Nordberg and members of the administration, it appears impossible to get straight answers from Blue Cross about the exact coverage that we have, as Blue Cross reserves to itself the right to make medical policy on coverage decisions.

**Treasurer's Report:** Dan West presented the yearly budget and noted that some of last year's expenditures were caused by a need to use an accountant for Department of Labor filings. Under Old Business, Michael Friedman then raised the issue of standards of notice for Faculty Specialists. He reported that the Handbook Committee had reached an agreement that Faculty Specialists should receive 3 months' notice for reappointment or termination. The matter would be put to an electronic vote.

The meeting was adjourned at 12:45 p.m.  
Respectfully Submitted,

Joe Wilson  
FAC Secretary

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### Vote on Faculty Specialists – Standards of Notice

By a vote of 174-21, the members of FAC approved a proposal to add a provision to the *Faculty Handbook* regarding standards of notice for faculty specialists. Pending approval by the Board of Trustees, this provision requires the Provost/VPAA to inform a faculty specialist in writing whether his or her contract will be renewed, and if so, the length of the renewal period. This notification must take place by the last day of a faculty specialist's contracted employment, usually May 31 of the terminal year of the contract.

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