

Survey No. S-95

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NATIONAL OPINION RESEARCH CENTER
University of Chicago
Chicago, Illinois

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TABLE OF CONTENTS

	Page
INTRODUCTION	
The LE Contract	1
The Previous Study of Faculty Opinion.....	2
The Present Study: Scope and Method.....	2
Reliability of the Statistical Data.....	3
A Note on the Presentation of the Statistics.....	4
Criteria for the Selection of Comments to be Quoted.....	4
PART I. OPINION OF THE LE CONTRACT	
1. The Faculty's Overall Evaluation of the LE Contract	
Summary.....	6
Approval of the LE Contract.....	7
Recommendations That the Contract be Continued, Modified or Abandoned.....	8
Relative Amount of Interest in Other Offers.....	10
Acceptable Salary Reduction in Lieu of a LE Contract.....	11
2. Reasons for Approving or Disapproving of the LE Contract	
Summary.....	16
Strongest Reasons for Liking the LE Contract.....	17
Strongest Objections to the LE Contract.....	24
Recognition of the Problems.....	32
Acceptance of the Contract in Principle.....	37
Opinions of the Effect of the Contract on the Faculty.....	42
Opinions of the Salary Level and Salary Policy.....	45
PART II. PERSONAL EXPERIENCES UNDER THE LE CONTRACT	
Summary.....	52
The Use of Time and Energy Under the LE Contract.....	53
Reaction to the Elimination of the Financial Incentives to Undertake Outside Activities.....	56
Temptations to Lower Ethical Standards.....	60
Satisfaction with Program of Service to the University.....	61
Satisfaction with the Reimbursement Policy.....	62
"Pressure" to Increase Outside Earnings.....	64

PART III. THE FACULTY'S RECOMMENDATIONS

1. Opinions of Six Proposed Modifications of the Full-Time Appointment	
Summary.....	65
Higher Annual Exemption, and Exemption of Recurring Fees....	65
Exemption of Royalties.....	68
More Explicit Contracts.....	70
Graduated Scale of Earnings to be Paid to the University....	71
Salary Adjustment to the Cost of Living.....	73
Opinion of the Above Proposals According to the Respondent's Overall Recommendation on the Contract.....	76
2. Miscellaneous Recommendations Made by Staff Members.....	78

APPENDIX

Supplementary Data

Relationship of Approval of 4E to Approval of Other Administrative Policies.....	84
Opinion Differences Among Various Segments of the Faculty...	86
Wives' Opinions of the Contract.....	87
The Questionnaire (4E and 3Q Forms)	

INTRODUCTION

The 4E Contract

In January 1944, the University of Chicago instituted a new type of faculty contract, officially termed a "full-time appointment under Statute 16 (C)", and usually known as the "4E contract." It is a modification of the contract in effect in the School of Medicine since its establishment in 1927, under which members of the medical school faculty are expected to devote their full time to research and instruction. The essential provisions of the 4E contract are (1) that a member of the faculty is appointed for the calendar year, rather than for the academic year of 3 quarters, and (2) that he pays or credits his earnings (other than his University salary) to the University.* He is entitled to at least four weeks' vacation, and to reimbursement for expenses attributable to professional services if the earnings accrue to the University, and to a somewhat higher salary. The earnings provision originally covered practically all professional earnings--other than royalties on books written before the contract took effect--and also any earnings from hobbies, such as writing novels, arts and crafts, etc. On July 1, 1948, non-recurring fees of \$25.00 or less, up to a maximum of \$250.00 per year, were exempted from the earnings provision on an experimental basis in order to simplify the reporting of earnings and expenses.**

The 4E contract is obligatory for persons newly appointed, or promoted, to the rank of Assistant Professor or above. Other members of the faculty have been able to transfer to a full-time appointment with the approval of the Chancellor. On October 1, 1948, 443 members of the faculty held 4E contracts, 42 members of the clinical faculty in the Division of Biological Sciences held comparable ("4S") contracts, and 126 members of the faculty were on traditional ("3Q" or "4Q") appointments.

*Statute 16 (C): "Full-time appointments. Each member of a Faculty shall perform such service in instruction, research, administration, and other activities as may be recommended by the appropriate Dean and arranged by the President during each appointive year. Compensation for such service is payable in twelve equal monthly installments annually. All income earned during the period of his full-time employment aside from University salary shall be paid or credited to the University. Each member of a Faculty shall be given at least four weeks' vacation annually. These provisions shall apply to the following members of the staff: (1) to all members appointed after January 13, 1944, with the rank of Assistant Professor or above; (2) to all instructors promoted after January 13, 1944; (3) to such other members of the staff as may elect transfer to full-time appointment with the approval of the Chancellor."

**"...non-recurring does not include fees of \$25 or less for each of a series of lectures, installment payments for a single service or activity, installment payments of royalties, and the like. In cases where a professor retains the fee of \$25 or under, he of course pays his own expenses." Letter to Faculty Members on 4E Appointment from Chancellor Hutchins--August 10, 1948.

Previous Study of Faculty Opinion

The only data heretofore available on faculty opinion of the 4E contract are in a report prepared by a subcommittee of the Committee of the Council early in 1947.* The 603 members of the faculty were requested to write letters giving their views of the contract. After sending out a second request where necessary, the subcommittee received 158 usable replies. The Report pointed out that voluntary responses of this sort may not be representative of the opinion of the whole faculty.

"Is this a fair sample of the faculty? We do not know the opinion of the 445 members addressed who did not reply. Presumably, many of them were indifferent to the problem or were less interested in it than those who replied. It has been argued on the one hand that objectors always are more vocal, and that consequently a larger proportion of the silent are not opposed to the 4E contract. But on the other hand, it has been argued that prudence would tend to deter expression of opposition to the administration's policy and that consequently a larger proportion of the silent are not favorable to the 4E contract. Which of these considerations was the more influential with the 75% of the faculty who did not respond it is impossible to say."**

The subcommittee reported that "of the purely academic staff who responded 91, or 65%, are unfavorable and 51, or 35%, favorable."***

The Present Study

In November 1948, the Central Administration, on recommendation of the Council of the Senate, asked the National Opinion Research Center to make a survey of the opinions, attitudes and experiences of the faculty with reference to the 4E contract. For purposes of this study, the Administration defined the faculty as members of the non-clinical staff with rank of Assistant Professor or above, with the following exceptions: full deans, lecturers, research associates and others with courtesy rank, visiting professors, and anyone on part-time appointment or temporarily out of the country.

*The subcommittee consisted of Professors Quincy Wright (chairman), Robert Redfield and Ronald S. Crane.

**p. 13

***ibid.

The questionnaire method was adopted in order to secure data that would be amenable to statistical analysis. In consultation with a number of members of the faculty, a tentative questionnaire was prepared. It was tested on a small random sample of faculty members and discussed critically with a number of others, of all shades of opinion, and then revised. The revised draft was approved by the Administration with only very minor changes. Two forms of the final questionnaire were used: a shorter one for members of the faculty on traditional contracts and a longer one for the faculty on full-time appointment. Copies of both will be found in the Appendix. Since anonymous replies tend to be franker, respondents were not asked to sign their questionnaires.

Questionnaires were sent on February 17, 1949 to 238 members of the faculty--that is, to a random half of the faculty as defined above. The sample was drawn by taking every other name from an alphabetical list. Within a month, 229 questionnaires had been returned. One member of the sample expressed his views in a letter, and three persons who dislike questionnaires were personally interviewed. Thus data were obtained from 233 of the 238 members of the sample. It is these questionnaires and interviews which provide the data for the ensuing report.

The report consists essentially of a series of statistical tables, and a series of quotations from the supplementary comments that members of the faculty made. The text serves two purposes: it summarizes the main findings for readers who do not wish to examine the tables, and calls attention to certain limitations of the data that the casual reader might otherwise overlook. The reliability of the statistics and the criteria for selecting comments to be quoted are discussed briefly below.

Reliability

Two types of errors can occur in a survey of this sort: sampling errors and errors due to non-response. In the present study neither of these types of error is serious, for reasons to be given.

The sampling error

A 50% sample of the faculty rather than the whole faculty was used primarily because the slightly greater precision that could be obtained from a complete census would not be worth the additional cost. With a random sample of 238 cases that includes half the population being studied, a sample percentage is within 4.5% of the true percentage 19 times out of 20 on the average, even if the true percentage is 50%.* Considering that responses inevitably depend to some extent on the phrasing of the questions, the mood the respondent happens to be in when he answers, and so forth, sampling errors of this order may well be tolerated. The percentages which are based on subgroups of the faculty are of course less reliable.**

*The more the true percentage differs from 50%, the less the (absolute) sampling error.

**When percentages are based on subsamples of approximately 60--such as the faculty on traditional contracts--the sampling error is approximately doubled.

The error due to non-response

Thanks to the splendid cooperation of the faculty, the error of non-response is negligible. As stated above, usable data were obtained from all but 5 of the sample members. Furthermore, late or incomplete returns from 3 of the 5 "non-respondents" indicate that one of them favors the LE contract, one opposes it, and one is more or less indifferent. Even if the 5 non-respondents agreed, the omission of their opinions would not appreciably affect the findings.

A Note on the Presentation of the Statistics

The tables are percentaged on the basis of the total sample sought, of 238, rather than the actual sample obtained of 233. They thus include at least 2% in the "No Answer" category. In view of the reasons for thinking that the non-response may be ignored, this is probably an unnecessary precaution, but it serves to remind the reader of a minor source of unreliability. The percentages in the text sometimes differ from the corresponding percentages in the tables for two reasons. The textual percentages are sometimes rounded; and they are based, where so indicated, on the number of persons who answered a particular question, rather than the total sample sought.

The Criteria for the Selection of Comments to be Quoted

The comments supplement, but are no substitute for the statistical data. They make clear the complexity of the problem, the various ways it can be approached, and the differences among respondents in the emphasis they give to its various facets. They also show that some questions can be variously interpreted, and why some persons select a particular answer. But the opinions expressed in the comments are not necessarily representative or typical. On some questions opinion is about equally divided, as shown in the corresponding table, but the comments are almost all made by persons who are critical of the full-time contract. Furthermore, some respondents commented at length, and are quoted repeatedly in different connections; others indicated their opinions without comment, by selecting answers from the check lists. The reader must therefore not allow the comments to color his impression of the distribution of opinion on any aspect of the subject; that can only be judged from the statistical data.

It would not be feasible, nor worthwhile, to quote every comment. The reader is entitled to know the criteria of selection. The following kinds of comments are not reported:

*The more the true percentage differs from 50%, the less the (absolute) sampling error.

**When percentages are based on subsamples of approximately 60--such as the faculty on traditional contracts--the sampling error is approximately doubled.

- (a) Those that add nothing essentially new to the data as reported in the corresponding table. A respondent may have paraphrased on page 1 an answer that he had an opportunity to make on one of the subsequent questions, in which case it was taken into account in coding answers to the latter question. Or, if several persons write in essentially the same idea, that fact was similarly caught in the coding and reported in the proper table. Comments are omitted that give a specific illustration of the meaning of an answer, if that illustration would doubtless occur to the reader anyway. For instance, someone mentioned that the elimination of the financial incentive to undertake outside activities was "a relief from uncongenial drains on his time and energy" because he did not waste his energy on outside lectures.
- (b) Vague or ambiguous comments. One person, for instance, said that one of the proposals on page 10 was "just plain silly" without further explanation.
- (c) Comments that are irrelevant to the purpose of the study. For instance, all comments on page 13 of the questionnaire, which is devoted to various administrative policies other than faculty contracts, are omitted. The questions on page 13 were included for a single reason: to provide an index of satisfaction with the present administration aside from the LE contract. For that purpose, the reasons for satisfaction or dissatisfaction are irrelevant. Since the scattered comments may not be representative of faculty opinion, they are omitted altogether. Likewise, where personal opinions and personal experiences are sought, opinions on opinion, and opinions on "the faculty's" experiences under LE, are irrelevant.
- (d) Comments that make a finer distinction than was called for. For instance, if a question calls for a choice between "good", "bad" and "negligible", there is no value in knowing that someone thinks it--whatever it is--"bad but not very bad" unless the other respondents answer with like precision.
- (e) Comments that state an implicit assumption that the reader takes for granted; in particular, comments on opinion questions to the effect that "This is only an opinion; I don't know all the facts", or "I am perhaps not typical of the faculty as a whole," etc.
- (f) Comments on the questionnaire itself.

Other comments are either quoted, at least in part, in the report or summarized to avoid needless repetition. Even at the risk of some repetition and of including some comments that are not very clearly stated, comments that represent in the opinion of the respondent the most important aspect of the LE contract are quoted at some length.

PART I--OPINION OF THE 4E CONTRACT

1. OVERALL EVALUATION

Introduction

Four questions were asked that indicate, in one way or another, the faculty's overall evaluation of the contract and the strength of feeling pro and con: (1) a general question on approval or disapproval of the contract, (2) a question on whether the contract should be continued, modified, or abandoned altogether, (3) whether the respondent himself is more interested in offers from other institutions because of the full-time contract here, and (4) how much of a salary reduction, if any, a respondent on 4E would be willing to accept, if it were possible to transfer to a traditional contract, with a corresponding question for the 3Q faculty.*

Summary

The faculty is about equally divided between those who approve and those who disapprove of the 4E contract, but those who disapprove are more likely to feel strongly about it. (46% approve; 43% disapprove; 8% are neutral and 3% of the sample did not answer. See Table 1.)

About 2/5 of the faculty hope that a full-time contract of some kind will continue to be compulsory in new appointments and promotions, but half this group thinks that the present 4E contract should be "substantially" modified. A quarter of the faculty would prefer to have the full-time contract optional, and a quarter would prefer to see it given up altogether, in each case with the possible exception of the professional schools. (7% do not give a definite answer. See Table 2.)

Half the respondents say that the 4E contract makes no difference in their interest in offers from other institutions. The great majority of the others express more interest in outside offers as a result of the 4E contract here. The greater interest in outside offers does not necessarily mean, however, that the respondent has any intention of leaving the University of Chicago. (Table 4)

40% of the faculty on 4E have no desire to change to a traditional contract; 43% would prefer a traditional contract but say they would refuse any salary reduction for the sake of transferring to one. (Table 5) Half the faculty on the traditional contract who answered the corresponding question would want a salary increase of \$5000 or more to change to a 4E contract. This includes some persons who say they would refuse a full-time contract at any price. (Table 6)

*See Columns (i.e. questions) 63,64,47 on either form of the questionnaire and 45 on both the 4E and 3Q forms in the Appendix.

Approval

The faculty is about equally divided between those who approve and those who disapprove of the LE contract. 46% of the sample approve of it; 43% disapprove; and 8% are indifferent or neutral.* However, those who disapprove are more likely to feel strongly about it. Half of them disapprove "strongly" but only 13% of those who approve, feel strongly about it. The distribution of responses to the approval question is shown in Table 1, first for the total sample, and then for respondents on each type of contract separately. As one would expect, the faculty members on traditional contracts are more critical of LE; half of them "strongly" disapprove of it.

Table 1

DEGREE OF APPROVAL OF THE LE CONTRACT, BY RESPONDENT'S CONTRACT[†]

Degree of Approval	Respondent's Contract		
	Both Types (N=238) (%)	Full-Time (N=181) (%)	Traditional (N=57) (%)
Total	100	100	100
Strongly approve	6	7	2
Approve with reservations (a)	40	47	17
Indifferent or neutral	8	6	16
Disapprove with reservations	21	24	12
Strongly disapprove	22	14	46
No answer	3	2	7

[†]Based on Column 63. See the Appendix.

(a) This category included two persons who approve neither "strongly" nor "with reservations".

*3% of the sample did not answer the question.

Recommendations That the Contract be Continued, Modified or Abandoned

About one person in five thinks the 4E contract should be continued "substantially as at present." Another fifth thinks it should be substantially modified but still compulsory in new appointments and promotions. Thus 42% advocate a compulsory full-time contract, with or without substantial modifications.* Half the faculty thinks the contract should either be made optional (25%) or given up (26%) except possibly in the professional schools.** Half the 4E group, but only 7% of the respondents on traditional contracts, approve of the compulsory feature of the contract. However, a third of the staff on traditional appointments recommends that it be continued on an optional basis. The distribution of responses is given in Table 2, for the whole sample, and for members of the faculty on each type of contract separately.

Table 2

RECOMMENDATIONS WITH RESPECT TO THE 4E CONTRACT, BY RESPONDENT'S CONTRACT†

Recommendations	Respondent's Contract		
	Both Type (N=238) (%)	Full-Time (N=181) (%)	Traditional (N=57) (%)
Total	100	100	100
Continue 4E, substantially as at present	21	26	2
Modify substantially, but keep compulsory	21	25	5
Make optional except in professional schools	6	6	7
Make optional for every faculty member	19	16	26
Give up, except in professional schools	5	5	7
Give up altogether	21	17	37
Uncertain (modify or give up) (a)	2	2	2
No answer	5	3	14

† Based on Column 64. See the Appendix.

(a) Not listed on the questionnaire.

* By "substantial modifications", some persons mean simply higher salaries and others more fundamental changes. The latter are discussed in Part III.

** 7% are uncertain or did not answer the question.

As might be expected, the recommendations for continuing or abandoning the 4E contract are closely associated with degree of approval of it. Most of those who approve strongly of the contract, want to have the contract maintained substantially as at present. Most of those who approve with reservations, recommend that it be compulsory, either with or without substantial modifications. The few who are neutral toward the contract are likely to think it should be optional. Of those who disapprove with reservations, half advise that it be made optional, and a third that it be given up (in each case with the possible exception of the professional schools). The great majority of those who strongly disapprove of the contract, recommend that it be given up, either altogether or with the exception of the professional schools. The data are shown in Table 3.

Table 3

RECOMMENDATIONS WITH RESPECT TO 4E, BY DEGREE OF APPROVAL*

Recommendations	Degree of Approval				
	Strongly Approve (No.)	Approve with Reservations (No.)	Neutral (No.)	Disapprove with Reservations (No.)	Strongly Disapprove (No.)
Total with opinions ^(a)	14	95	14	47	51
Continue 4E	12	35	2	-	-
Modify it	-	40	1	8	-
Make it optional	1	19	9	23	7
Give it up	1	1	2	16	44

*Based on Columns 63 and 64. See the Appendix.

(a) Excludes persons who omitted either question.

Relative Amount of Interest in Other Offers

In order to get some idea of the effect of the contract on the respondent's morale--his satisfaction with the University of Chicago--the following question was asked, "Are you personally either more interested or less interested in offers from other institutions because of the 4E (or 4S) contract here?" The comments on this question show that greater interest in outside offers may mean either low morale--objection to the full-time contract in principle or dissatisfaction with the present salary level--or simply that the respondent wants to improve his bargaining position at the University of Chicago.

"Chicago is attractive enough to me, and I have sufficient confidence that the next Chancellor will abolish 4E, for me to remain although I feel we are losing ground steadily in the Humanities and an invitation from a University of high standing, would possibly lead me to go. If I were required to accept 4E or leave, I would leave even for a pretty inferior position."

"There is always the threat of a compulsory 4E."

"I am somewhat more interested in offers but only because the 4E salary level is lower than levels elsewhere."

"I am much more interested in outside offers primarily because Chancellor Hutchins has informed the faculty that the University's salary policy involves a minimum salary based on need (presumably based on the 4E contract) with everything above that based on the faculty member's ability to demonstrate his value to the University by the offers he gets from outside the University. I see no alternative in this situation, to seeking any offer that may improve one's bargaining power with the Central Administration."

Half the respondents say the 4E contract makes no difference to them personally in this respect. Almost all the others say they are more interested in outside offers because of the 4E contract here. See Table 4.

Table 4

RELATIVE AMOUNT OF INTEREST IN OFFERS FROM OTHER INSTITUTIONS AS A
RESULT OF LE CONTRACTS HERE, BY RESPONDENT'S CONTRACT*

Relative Amount of Interest in Offers	Respondent's Contract		
	Both Types (N=238) %	Full-Time (N=181) %	Traditional (N=57) %
Total	100	100	100
Much more interested	14	16	9
Somewhat more interested	24	29	10
LE Contract makes no difference to me personally in this respect	51	47	60
Somewhat less interested	2	3	-
Much less interested	2	2	-
No answer	7	3	21

*Based on Column 47. See the Appendix.

Acceptable Salary Reduction in Lieu of a LE Contract

As an indication of the strength of dissatisfaction with the financial provisions of the full-time appointment, faculty members on such appointments were asked the following question: "Approximately how much of a reduction in salary would you now be willing to accept if it were possible to transfer to a traditional contract?" There is of course some doubt about the meaning of answers to a hypothetical question such as this. It asks persons how they would behave under conjectural circumstances, and the answers even though honestly given may not indicate reliably how the respondent would actually behave. The comments on the question are therefore reported rather fully.

Of the 172 faculty members who answered the question, 42% have no desire to transfer to a traditional contract. Only one of them commented on the question:

"Since my difficulty has consisted in making ends meet at the present salary level, and since my outside interests consist in more or less unremunerative enterprises, I should have to refuse a reduction, and would give nothing for a traditional contract."

Approximately an equal number (45% of those who answered) would refuse any reduction whatsoever for the sake of a traditional contract, although they would prefer one. Seven of them explained their refusal. Three of them consider University of Chicago salaries lower than salaries at comparable institutions with traditional contracts. The other four gave the following explanations:

"In justification for this apparently unreasonable stand I may say that, so far as can be determined, there appears to be no overall difference in salary scale between the 3 and 4 quarter contracts. Very many of us feel that 1) the financial pressure and personal pressure resulting in making application for the 4E contract has been unfair, and 2) those of us who have cooperated (for a variety of reasons) have been sold out so to speak, and probably would be in a better position at the present time had we not accepted this kind of contract."

"If the University treated me justly and wisely, it would give me a true increase in salary."

"I certainly couldn't accept willingly a reduction in salary, since I have to go into debt every year to live in Chicago on my present salary."

"Because I should then be forced to do more than a desirable amount of outside work, and to do it whether valuable to others or not."

22 persons, or 13% of those who answered the question, say they would be willing to accept some reduction in salary, in order to transfer to a traditional contract. 14 would accept a reduction of \$500, 4 a reduction of \$1000, and the four others a larger amount. However, as one respondent pointed out, they would not necessarily consider such reductions just:

"But I would consider such a reduction most unfair since, even on the 4E contract, I am receiving a lower salary than are other men with the same rank and standing at other comparable institutions."

The data are shown in Table 5.

Table 5

THE SALARY REDUCTION RESPONDENTS ON LE WOULD ACCEPT
IN LIEU OF A LE CONTRACT*

Type of Contract Preferred, and Salary Reduction Acceptable	Percent (N=181)
Total LE Sample	100
No desire for traditional contract	40
Prefer a traditional contract:	55
No reduction acceptable	43
\$500	8
1000	2
1500 or more	2
No answer	5

*Based on Column 45, of the LE form. See the Appendix.

Respondents on traditional appointments were asked a corresponding question: "Approximately how much of an increase in salary would it take to induce you to accept a 4E contract?" Of the 46 respondents who answered the question, half would want "\$5000 or more" or else would refuse to consider a full-time appointment; and half make more moderate demands, as shown in Table 6.

Table 6

THE SALARY INCREASE THAT WOULD INDUCE RESPONDENTS
ON 3Q or 4Q CONTRACTS TO ACCEPT 4E CONTRACTS*

Salary Increase	Percent (N=57)
Total 3Q/4Q Sample	100
\$1000 or less	7
1500	5
2000	13
2500, 3000	4
4000	12
5000 or more (a)	40
No answer	19

*Based on Column 45, of the 3Q form. See Appendix.

(a) Includes some respondents who say they would refuse a 4E contract at any price.

The 10 persons who commented on this question would all demand at least a \$4000 increase, and thus are not representative of the 3Q faculty. Three simply state that they would not accept a full-time contract under any conditions. Two answer in terms of an adequate living standard.

"I have been told that a 4E contract would increase my present 3Q salary by approximately one-third. A one-third increase of my present salary would not make it adequate."

"[\$5000 or more, otherwise] I could not have lived in our house and could not have sent three boys to college."

Five say they object in principle.

"I simply would not go on the contract as a matter of principle; it is not a question of money."

"Since I object to LE largely as a matter of principle, this question is irrelevant. If forced, by acute financial need, I would make the best bargain I could; otherwise, I'll stay on 3Q... Will leave University for industry rather than lower my professional standards."

"I could not accept a LE contract without surrendering my self-respect. It is not fair to ask me how large a bribe would tempt me to do that. I hope that I could not be bribed, but perhaps extreme financial distress would make it evident that I have only slightly more back-bone than some of my colleagues."

"Too strong an individualist to compromise my freedom of action at any cash figure."

"I would not accept a LE contract on any terms. I regard it as deeply immoral. I remain at Chicago because I believe I can outlast this nefarious scheme."

2. REASONS FOR APPROVING OR DISAPPROVING OF THE LE CONTRACT.

Introduction

To find out why members of the faculty approve or disapprove of the full-time contract, both direct and indirect questions were used. Respondents were asked (1) for their two strongest reasons for liking and for disliking it; (2) whether they thought the problems the contract was designed to meet serious enough to require some sort of action; (3) whether they accepted the economic provisions of the contract in principle; (4) how they thought the contract had actually worked out for the faculty, and (5) for their opinions of the salary level and salary policy under LE.*

Summary

Almost half the faculty has "no strong reason for liking the LE contract." The two most frequently mentioned reasons for liking it are: "It encourages wise use of time and energy", and "It's a satisfaction to know that my professional decisions are not influenced by financial considerations." (Table 7)

80% of the faculty give at least one strong objection to the LE contract. The two most frequently mentioned objections are, "It's all right in principle but the University has failed to provide economic security," and "It's a threat to freedom of activity." (Table 9)

To half the faculty members who are willing to express an opinion, neglect of university work is a serious enough problem under traditional contracts to require some sort of Council action; a somewhat smaller proportion thinks two other problems serious: the misuse of the University connection, and the neglect of basic scientific problems for the sake of personal gain. (Table 11) Some of the opposition to the contract is based on the opinion that these problems must be handled on an individual basis rather than by any sort of "blanket ruling."

Two thirds of the faculty who express an opinion accept the principle that, if salaries are adequate, some part of professional earnings should be paid to the University; but only about one third accepts the principle that earnings from hobbies should be paid to the University. (Table 13) Those persons who consider the above mentioned problems serious are more likely than others to accept the principle that some part of professional earnings should be paid to the University. (Table 15)

*See Columns 6-9; 48-50; 19, 20; 52-55; and 10-16 of the questionnaire in the Appendix.

Half the faculty, that is, the great majority of those who expressed an opinion, thinks that the 4E contract has been detrimental to staff recruitment, and to staff morale. Its effect on professional ethics and on freedom of activity is judged good and bad by an equal number of respondents, and negligible by a plurality of those who express an opinion. (Table 16)

Half the faculty thinks the present 4E salary level unsatisfactory; a quarter thinks it at least "reasonably satisfactory"; and 19% say they are unable to form an impression of it. (Table 18) The two most frequent criticisms of the salary level are that it compares unfavorably with salaries at other universities, and that it is too rigid to meet the cost of living (Table 20) The most frequent criticism of the way salaries are determined is that too much consideration is given to "bargaining ability". 40% of the faculty have this impression. A quarter of the faculty thinks too little weight is given to scholarly merit. (Table 21)

The supporters and critics of the full-time contract differ in the reasons they give for liking and for disliking it in answer to a direct question, and also in the way they answer the other questions discussed in this section. (Tables 8, 10, 12, 14, 17 and 19.) In this sense, opinions on these questions may be considered "reasons" for approving or disapproving of the contract, but it must be recognized that conversely a person's basic attitude toward the contract may color his observations of the extent of a problem or of the effect of the contract, and his verbal reaction to a statement of principle.

Strongest Reasons for Liking the 4E Contract

Two parallel questions asked why the respondent liked, and disliked, the 4E contract. In each case, he was asked to give his strongest and his next strongest reason, if he had any strong feeling on the subject.* A number of persons give reasons both pro and con. In order to minimize the amount of personal judgment involved in classifying the reasons, a list of answers was provided in each case. These lists were drawn largely from two sources: interviews with members of the faculty, and the letters of 1947 to the subcommittee of the Committee of the Council. Since no such list can be satisfactory to everyone concerned space was also provided for persons to formulate their own answers.

*The limitation to two reasons is of course arbitrary. An alternative would have been to ask persons to give all their "strong reasons" in rank order. Since the main issues are covered elsewhere in the questionnaire, only the most important reasons were sought in these preliminary questions. The interpretation in either case involves difficulties; for it is impossible to reach a common definition of strong reason.

Only half the faculty (47%) state any "strong reason" for liking the contract. Even among those who approve of it only 80% give a strong reason for liking it. This stands in contrast to the fact that almost all of those who disapprove of the contract give some strong objection to it. Three persons explained why they have no strong reason for liking it:

"I do not consider the somewhat higher salary I receive under the 4E contract a strong reason for liking it. The questions involved are of principle, not of temporary and indeterminate economic advantage."

"The need for higher salary could be met, if the Administration were willing, on a 3Q contract."

"[Less red tape to get release from teaching, and the possibility of being assigned to other places in this country or abroad] which would seem to be the strongest reasons for approving the 4E contract, were possible before the 4E contract, and still are for persons not under it."

Table 7 shows that persons support the contract for a variety of reasons. The two most frequently mentioned are that full-time contracts encourage wise use of time and energy, and the satisfaction of knowing that one's professional decisions are not influenced by financial considerations.

Table 7

REASONS FOR LIKING THE LE CONTRACT*

Reasons for Liking LE	Percent Who Select a Reason as Their	
	Strongest	Second Strongest
Total Sample (N=238)	100	100
No strong reason for liking it	47	67
Need more salary than 3Q contracts provide	9	1
Like to be able to dismiss hack work	5	5
Like to know that my professional decisions are not influenced by financial considerations	10	8
LE encourages wise use of time and energy	16	4
LE will attract an outstanding faculty	1	3
Less red tape to be released from teaching	2	2
LE faculty can be assigned to other places	2	3
LE prevents neglect of University work (a)	2	1
It is good in principle (a)	2	1
Miscellaneous reasons	2	3
No answer	2	2

*Based on Columns 8 and 9. See the Appendix.

a) Not listed on the questionnaire.

The "miscellaneous" reasons for liking the LE contract in Table 7 deal with the prevention of abuses, economic security and the sense of community.

Prevention of Abuses

"The University of Chicago has embarked upon a unique and courageous plan of financing its three new institutes through industrial sponsors who are promised no concrete recompense. It would not be fair to these industrial sponsors if we, within the institutes, would use the experience gained therein to act as consultants to their competitors. Their knowledge that we will not do this makes them free in discussing their technical problems. I believe the public recognition that we will not engage ourselves as technical consultants is necessary for the continued financial support of these institutes. In a relaxation of the LE contracts it would, therefore, be advisable to consider members of these institutes as special cases."

"It certainly avoids lots of trouble by preventing faculty members in the physical sciences from giving themselves bonuses from their government contracts."

"It discourages persons who would profit from the university name but give nothing in the form of sound scholarship."

"It likewise prevents dangers of exploitation of others (e.g. students) for personal gain."

Economic Security

"...it might, under ideal conditions, more nearly equalize incomes for equal scholarly effort."

"Eventually the LE contract might be handled so as to provide a living wage for every faculty member suitable to his needs--this could only come with a better financial condition on the part of the University, and a high faculty morale."

"One is now paid for research work while formerly more research was done in 'spare' time or on 'vacation.'"

"It holds before the academic and general American public an ideal--~~From each~~ according to his ability to each according to his need."

The Sense of Community

"In some cases at least, the making over of personal earnings to the university strengthens the sense of participation in the common enterprise."

"Encouragement of a centered community of interest by reduction of centripetal pursuits."

"The 4E principle can lead to a stronger more independent faculty capable of developing a greater University Community. However, it is essential that an adequate salary level be maintained to prevent the demoralization of the staff and to attract good men."

Several persons supplemented the reasons they selected from the check list with comments on the principle or the psychological effect of the full-time contract.

"[I like] the principle of it: that my academic work is my primary concern. I can put all my energies into it and the University assumes responsibility of my living."

"It gives me a sense of integrity about all of my work: all of my work is part of the same job."

"I like the 4E idea and think that something like this is absolutely essential in order to guarantee disinterested devotion to scientific work and thinking."

"If properly and flexibly administered, with an adequate range of research opportunity, it has the virtue of filling one's life with the significant matters of academic life--teaching, research and abiding interest in the university community of students."

"... I think 4E gives a kind of dignity to academic appointments that is appropriate to a school like the University."

"If administrative difficulties could be met faculty energies would be better directed, and a more wholesome attitude could be built in the faculty toward outside activities for monetary return."

"One step toward the ideal situation in which the University is a group of scholars without financial worries."

"[4E promotes] greater mutual stimulation and interest in a group all on the 4E. It improves the quality of and enjoyment of the work done."

"The theory is idealistic, that men in our calling should have a fair living and security and not be influenced by money in their choice of extra curricular work. It cannot be completely carried out."

"The gesture it represents that University faculty members should be free to devote themselves to their professional task without having to consider other material factors. It is at present only a gesture, however."

As might be expected, supporters and critics of the contract (those who on the whole "approve" and "disapprove" of it respectively) differ in the reasons they give for liking it, insofar as the critics have a strong reason for liking it. The supporters tend to think that it encourages the wise use of time and energy, and to take satisfaction in the fact that their own decisions are not influenced by financial considerations. But the 27 critics who give any strong reason for liking it mention the higher salary as often as any other reason. Table 8 shows the percentage of critics and of supporters who give each reason either as their strongest or second strongest.

Table 8

REASONS FOR LIKING THE LE CONTRACT, BY DEGREE OF APPROVAL*

Reasons for Liking LE Contracts (a)	Degree of Approval	
	Approve (N=110) (b) (%)	Disapprove (N=102) (b) (%)
Need more salary than 3Q contracts provide	13	10
Like to be able to dismiss hack work	19	2
Like to know that my professional decisions are not influenced by financial consid- erations	34	6
LE encourages wise use of time and energy	34	9
LE will attract an outstanding faculty	8	-
Less red tape to be released from teaching	5	3
LE faculty can be assigned to other places	7	3
LE prevents neglect of University work (c)	5	2
It is good in principle (c)	5	1

*Based on Columns 8, 9 and 63. See the Appendix

a) Either the strongest or second strongest reason.

b) In each column, N=the number of persons giving the indicated answer to the approval question, whether they had one or two strong reasons or none at all. If everyone had given two reasons, and if the miscellaneous category were included, the column totals would be 200%.

c) Not listed on the questionnaire.

Strongest Objections to the LE Contract

A parallel question asked for the respondent's two strongest objections, if any, to the contract. 80% of the faculty, including two thirds of those who on the whole approve of LE, give at least one strong objection. Table 9 shows that a quarter of the faculty select "It's all right in principle, but the University has failed to provide economic security" as their chief objection. 14% give the "threat to freedom of activity" as their main objection and another 10% select this as their second objection. Thus a quarter of the faculty feel strongly about the "threat to freedom." 22% of the faculty mention the "adverse effect on recruitment and retention of staff" as one of their two strongest objections.

Table 9

OBJECTIONS TO THE LE CONTRACT*

Objections to the LE Contract	Percent Who Select An Objection as Their	
	Strongest	Second Strongest
Total sample (N=238)	100	100
No strong objection to it	20	40
All right in principle but salaries too low	25	1
The principle of limited earnings	7	3
The implicit paternalism	8	7
The reduced incentive to professional effort	7	8
The threat to freedom of activity	14	10
The latitude in determining individual salaries	-	3
The adverse effect on 30 salaries	2	3
The adverse effect on recruitment of staff	7	15
Salaries too low (no comment on the principle) ^(a)	3	1
Miscellaneous objections	5	7
No answer	2	2

*Based on Columns 6 and 7. See the Appendix.

a) Not listed on the questionnaire.

Of the 28 "miscellaneous" objections in Table 9, 6 are objections in principle. Five of these refer to the full-time contract as "falsely idealistic", an "insult to the faculty", "degrading", a "yellow-dog contract" or a "dishonest subterfuge." The most specific of these objections in principle is the following:

"The LE contract involves two assumptions that seem to me untenable and detrimental to the proper functioning of the University: 1) That the Central Administration is qualified to determine what activities the faculty member ought to spend his time on; and 2) that simple and abstract administrative rules rather than custom, accomodation, and individual judgment are the best means of determining the operation of a group of individuals of vastly different interests, skills, aims, etc."

Three of the miscellaneous objections are that the contract has been bad for faculty morale; and one that it encourages evasion.

"[It has a] very bad effect on faculty morale--particularly in a time of inflation. And it may well build up an apprehensive attitude on the part of LE faculty members as the cycle swings downward in a deflation."

"[It] divides the faculty into two groups--makes for inequities."

"It has introduced another morale-destroying factor into a salary structure already full of inequities because of differentials based on inaccurate assumptions and conflicting principles (makes inequitable and unjustifiable differentials still greater)."

"[The] contract strongly encourages evasions. Such evasions are currently practiced and have already lowered the morality of the University. They threaten to lower it further."

Seven miscellaneous objections state that the earnings provision is too restrictive, inflexible, etc:

"Not sufficiently flexible--not adjusted to individual conditions--in some cases outside earnings are possible without subtracting much time from academic duties."

"It does not distinguish between extra income that is compatible with fine scholarship, etc. and extra income from other activity."

"Too sweeping in restrictions on earnings. Tends to make one feel that one has no time to do job as one pleases."

"All right in principle but too narrow."

"It is too restrictive; some latitude should be granted in outside earnings."

"It limits one's ability to take care of emergencies and to save against retirement."

"It makes it exceedingly difficult to accumulate sufficient funds for major but sporadic expenses such as buying a home, a new car, sudden illness, travel. This is especially true of the younger staff members."

Two persons object to the red tape, and four to specific administrative practices: the present exemptions, the inadequate allowance for professional expenses, and the difficulty of getting away from the University for more than four weeks a year. Two persons commented at some length on the difficulty of administering the contract fairly.

"My statement that the 4E is difficult to administer with fairness to faculty members who honestly accept it, needs amplification. 1) In one case, a faculty member on 4E is able to 'retain' earnings from his outside work through the receipt of income by increased stock-equity in the corporation for which he renders service. There is no 'salary' and no dividends, but the equity investment increases from retained corporate surplus and stock-issues. This avoids the 4E rule. I am told that this 'deal' was made with the assent of the administrative officers; I doubt whether they knew then or know now, just what the situation is. Nevertheless, this faculty member remains on 4E in a high salary bracket.

2) In another situation, a faculty member was permitted to accept a visiting lectureship at another institution for one quarter. He charged against the fee from this assignment his costs while away from campus here. Thus, though he did not receive the fee, he did get the benefit of 'extra income' through charging costs against the outside income.

3) I have knowledge of other situations in which gifts have been received by faculty members on 4E for services rendered off the campus. This is not 'income' in cash, and hence was retained. However, the spirit of the 4E contract may be violated through arrangements such as these."

"LE salaries are now adjusted to compensate some individuals for demonstrated ability to acquire outside income. Since outside work is no longer profitable and will be much reduced, new men will not have the opportunity to demonstrate earning ability, and cannot bargain on that basis. More important is the fact that men who, while on the 3Q contract, limited their outside work (because of a desire to devote all of their time to scholarly efforts) derive no bargaining power from their own ability to earn money."

A considerable number of respondents added comments to the objections they picked from the check list. Four of these comments express the conservative's dislike for innovations,* but the great bulk of them deal either with the threat to freedom or the inadequate provision for economic security. Comments of the latter sort are reported at the end of this section in conjunction with the relevant statistical data. The comments on freedom are reported below. Since this is the crux of the problem to some of the strongest opponents of the full-time contract, a number of these comments are quoted at the risk of some repetition. The more general ones are given first and then those referring specifically to the "research quarter" and to the "24 hour" working day.

Freedom in General

"If faculty members do not have the moral fiber to give their best effort to the University on a traditional contract, then they are not worthy to be members of the faculty of the University of Chicago. I see no reason why the LE contract should have the effect of making a faculty member contribute substantially more to the university than he would otherwise, in spite of the added salary. Though I personally do not intend to write the 'great American novel' or to sell an invention for the perfect mouse trap, nevertheless I have a slight feeling of claustrophobia when I think of the LE contract because it represents a potential limitation of my own freedom of action."

"My reservation with respect to the contract is the danger of the Central Administration really 'assigning' people to whatever work it wants done."

*For instance: "Too much time is taken up with reform projects. My dearest wish is that the faculty could be let alone to do its work and have the assurance that radical changes in teaching and administration would not be introduced for some time; and "The greatest danger confronting university members is the recent tendency of all organizational matters to become so complicated that they require a disproportionate amount of time of the faculty...Whatever measures are taken, let them be simple; the changes in the rules be infrequent; and demands on faculty time at absolute minimum. Let experimentation be limited to nature, not the faculty--if possible."

"In former days faculty members were not 'assigned' by management; they considered themselves (more or less) as men free to exercise their own good judgment."

"[I] object to the business of [being] 'assigned.' The word has been prominent from the beginning of LE contracts. Savors of loss of old University freedom."

"It tends to put the faculty at the mercy of the administration more than is compatible with the good of the University."

"Morality is choice, and the LE contract removes choice from the professor in an important area--how he uses his surplus time and energy, how he manages his finances. In other words, it seems to me to create an immoral situation at the heart of the University; to be incompatible with the dignity of a professor and the freedom of man."

"The Central Administration, in proposing the LE contract, has clearly indicated its opinion that many university teachers are worms. The shameful fact that it has been as successful as it has been in obtaining acceptance of such contracts proves that it is, to a considerable extent, correct in its opinion."

"As the LE contract applies to me, it is dishonest. It amounts really to a salary boost, and the boost would have come in any case; but when it comes in this form, it does not come in recognition of need or of merit, but as a payment for a restriction of liberty. My liberty has not actually been restricted; but if it should be, I have no right of legal protest."

"The sense of threatened peonage NOT ever actually experienced, in having all one's time potentially at the disposal of others."

The "Research" Quarter

"My distribution of effort would not be greatly altered, [but] I like the possibility of choosing where and when to spend my research quarter."

"It is the quarter off that causes my preference for 3Q contract. Some continue to retain the equivalent of one quarter off and increased salary in addition."

"One of the principle attractions which teaching offers is freedom of choice on the part of the individual which is given him by his quarter of non-residence. Implied in the LE Contract is a threat to that freedom. Even if not now jeopardized, there is an ever-present fear that one cannot decide what is best for himself."

"Under 4E many men have had great freedom in the summers. But many have not. I know of great scholars who have had to teach in the summers--one in alternate years--who should be free of this hinderance to scholarship."

"Under the 4E plan, a man may have a quarter with no course to teach, but since he is 'on duty' he can be, and is, interrupted for innumerable services. Indeed he is more apt to be interrupted in such a quarter because he is supposed to have more time than his colleagues. There is no quarter now for uninterrupted research and study, and there is no quarter when he can depend upon being free to go elsewhere, whether the trip be for study, research, general information or merely vacation. It is in such completely free periods that ideas of importance are likely to arise."

"[The] quarter out of residence resembles any other quarter."

"A productive scholar should have at least 3 months in the year free from teaching and other duties for research, meditation, and a change of scene. To obtain it under the 4E he must have special favors from administrators."

"It gives deans too much discretion in deciding who should be held strictly to four quarters of teaching and who should not."

"It seems to me a threat to the liberty of the individual. A man ought not to have to get approval for his use of the fourth quarter. He ought to be free to teach elsewhere, to rest, to devote himself to scholarship or to write textbooks."

"A 4E faculty member has, in principle, only one month per year instead of 4 months on 3Q in which he is free from the necessity to humiliate himself periodically by requesting some administrator to 'assign' him (as if this was an army or a factory instead of a University) to travel, excursion into a new field of work, or anything else. Although in practice things are not so bad now, there is nothing in 4E to restrain a future unwise administration from insisting on the letter of the contract. I have called this the slavery contract long before similar terminology was applied--I think wrongly--to the Taft-Hartley law."

"Among the primary purposes of a great University are the advancement of knowledge and ideas in all fields in which it is engaged. In my experience, a quarter of the year in which efforts along these lines can be conducted freely is none too much. The 4E contract is in principle a deadly blow to creative activity on the part of the faculty."

The "24 Hour" Day

"The University has control of the individual 24 hours a day, 52 weeks a year."

"As a matter of principle [I] dislike belonging to employer 365 days a year 24 hours a day."

"I recognize the advantages of guaranteed income to cover expenses and time for needed research, but object to the principle which places the professor's full 24 hours a day to the Administration's credit."

"I believe the 4E contract has curbed certain misuses of freedom of activity and to that extent is 'good' but it goes too far in its curbs. The 4E contract is not, as it is claimed to be, a 12 months contract in the ordinary sense, but a 24 hour day--12 months a year--contract. Unlike any other job, even a financially gainful hobby may not be enjoyed because under 4E it becomes work for the University."

These comments suggest that it is the strongest opponents of the full-time contract who are likely to see the issue as one of freedom. This is borne out by the data in Table 10, which shows the objections to 4E selected by three groups of faculty members: Those who approve of the contract (either strongly or with reservations); those who disapprove but not strongly; and finally, those who strongly disapprove of it. The table does not distinguish between the strongest and second strongest objection, but when this distinction is preserved, it is found that supporters of the contract are most likely to select "It is all right in principle but the University has failed to provide economic security" as their strongest objection,* and "the adverse effect on recruitment" as their second objection.

The respondents who mildly disapprove of the 4E contract, also tend to accept it in principle and to criticize the salary level, but they give a greater variety of objections as their strongest. As their second objection, they pick the "adverse effect on recruitment" three times as often as any other. The distribution of objections (first and second combined) for this group is shown in the second column of Table 10.

*This is the only objection made by any persons who strongly approve of the contract. Four of them make this criticism of the salary level.

The respondents who strongly disapprove of the contract, as is evident from their comments, tend to see the 4E issue as a moral one. Almost two thirds of them consider the contract a threat to freedom. Of the 52 members of the sample who strongly disapprove of 4E, 21 give the threat to freedom as their strongest objection, and 12 as their second.

The other objections frequently made by critics of the contract, whether they feel strongly or not are the following: the principle of limited earnings, the "implicit paternalism", the tendency to reduce the incentives to professional effort.

Table 10

OBJECTIONS TO THE 4E CONTRACT, BY DEGREE OF APPROVAL*

Objections to the 4E Contract (a)	Degree of Approval		
	Approve (N=110) ^(b) (%)	Disapprove with Reservations (N=50) ^(b) (%)	Disapprove Strongly (N=52) ^(b) (%)
All right in principle but salaries low	40	24	4
The principle of limited earnings	2	18	23
The implicit paternalism	9	26	21
The reduced incentive to professional effort	6	18	23
The threat to freedom of activity	9	22	63
The adverse effect on 3Q salaries	5	4	8
The adverse effect on recruitment of staff	19	50	12
Salaries too low (no comment on principle) ^(c)	2	4	12

*Based on Columns 6, 7 and 63. See the Appendix.

a) Either strongest or second objection.

b) In each column, N=the number of persons giving the indicated answer to the approval question whether they had one or two strong objections or none at all. If everyone had given two objections, and if the miscellaneous category were included, the column total would be 200%.

c) Not listed in the questionnaire.

Recognition of the Problems

Some of the opposition to the full-time appointment is based on the opinion that it is a drastic way to meet relatively minor problems. To find out whether the faculty considered certain problems serious, the following question was asked:

"Some problems that have been attributed, in part, to the traditional type of contract are listed below. If all contracts were still of the traditional type, which of these problems, if any, would you expect to be widespread enough to require action by the Council?"

Neglect of University work for remunerative outside activities.

The misuse of the university connection for personal profit.

The neglect of scientifically important problems in favor of those that promise outside remuneration."

Table 11 shows that between a quarter and a third of the faculty thinks each of these problems serious in the sense indicated. Opinion is however more nearly evenly divided than these figures indicate, since only about two thirds of the sample expressed an opinion. In particular the neglect of university work is considered serious by half of those who expressed an opinion.

Table 11

EVALUATION OF THREE PROBLEMS UNDERLYING LE CONTRACTS*

Problems	Total Who Answered ^(a) (N=238) (%)	Would Council Action Probably Be Necessary?		
		Yes (%)	No (%)	Can't Say (%)
Neglect of University work	94	34	34	26
Misuse of University connection	93	24	40	29
Neglect of basic scientific problems	93	26	38	29

*Based on Columns 48, 49 and 50. See the Appendix.

a) The 6% or 7% not answering the question includes the 2% of the total sample who did not return questionnaires and 4% or 5% who skipped this particular question.

The comments on these problems were made almost without exception, by persons who are dissatisfied with the 4E contract. Two persons consider the contract an inadequate solution; one of them states that basic scientific work is neglected now, despite the full-time contract, in order to promote industrial support of research. Four members of the faculty amplify their opinion that the problems are negligible:

"My guess is that the faculty has always acted primarily for the advancement of scholarship and teaching. I believe the percentage that used their University position for financial advancement has been exceedingly small, and that the number that capitalized on their University position (for outside income) has been negligible. To most of my colleagues, the 4E was a raise in salary. I think most of them would have preferred the same raise on a 3Q contract."

"I have been on this staff for forty years. In the period before the 4E contract was instituted, I formed the opinion that a very few people were devoting almost all their energies to text-book writing for the income they realized from it. But the number was so small in proportion to the whole staff that in my opinion the abuse (as such) was best disregarded. It must be realized that the production of widely used text-books, advertised the University in a really good way."

"I never met a professor who made real money--any professor I have known who was eager for real money got into some other occupation. The difficulty 4E is designed to meet is largely illusory."

"The moment salaries are ample no sane professor would waste his time with purely money-making enterprises--though of course, he will accept remuneration coming from non-time-consuming applications of his wits."

Thirty members of the faculty indicate that they recognize the problems, but consider them administrative problems that must be handled on an individual basis by the appropriate dean or department chairman, rather than by any "blanket ruling". Some of them emphasize the need for skillful administration and, in particular, for a discriminating promotion policy; some resent the Administration's "lack of confidence" in the faculty, and see the 4E contract as a punitive measure that penalizes the whole faculty in order to discipline a few individuals. If thirty persons take the trouble to express an idea not explicitly covered in the questionnaire, it is safe to assume that a considerable number of others would agree with it, if it were presented to them in check list form. A number of these comments are accordingly quoted.

"Undoubtedly the problems have to be considered. Undoubtedly individuals would have to be dealt with in these connections. But appoint a good faculty and pay good salaries and these problems will be minimized. I am impressed by the devotion to duty and high ideals of most academic persons. Why penalize a whole faculty for the weaknesses of a few? These are matters for persuasion, skillful administration, not for law. Hire and promote mature, able and wise men; pay them a salary that will enable them to live comfortably in a difficult neighborhood and to educate their children appropriately; give them time off from teaching at just or practical intervals. Then trust these men to have the morality and common sense and idealism to know how to manage their time to their own best advantage and to the best advantage of the University and the nation. Democracy is based on such a trust; the Christian's hope of heaven is based on such morality....

Why should an academic administration try to legislate and enforce more virtue and wisdom than the democratic state or Christian God have done? It runs counter to the whole liberal tradition of western civilization from Aristotle down. If administrators don't have the judgment to appoint persons with the essential morality, judgment and wisdom to manage themselves and their time well, to serve well--then no legal contract is going to correct the situation. If administrators do have such judgment, then the contract is unnecessary and harmful. If mistakes are made, if individuals abuse their freedom, correct by persuasion, by conferences, and discussion. I can't believe any large numbers would abuse the freedom--better to have a few slip through than to remove freedom of choice from a whole faculty."

"The real issue is not the limitation of earnings to make the faculty do what it ought to do. The leadership (administration) of the University should be able to handle the problems of outside activities by appropriate action, and 'education' of the faculty. The use of financial prohibitions is at best a crude way of getting the faculty to take its responsibilities seriously--the temptation toward dishonesty is always involved, and in times like the present becomes hard to resist, when the University does not (or cannot) meet the financial needs of its faculty."

"At Columbia, you can walk into the Dean's office; a lot of tension here arises because you can't get rid of your troubles at that level; it is not directly due to HE. At Columbia there is a fairly strong informal control. You could, but it would be very unwise to, make arrangements for outside work without consulting the head of the Department; he would refer you to the dean. The personal relationship is effective."

"If certain faculty members abuse the privilege of undertaking outside activities, these cases should be dealt with individually. The LE contract probably restrains those who do not neglect their university duties but does not affect those not on LE who may do so. I do not consider the present LE contract to be the best means of preventing such abuses."

"The central problem is: Shall the administration trust a faculty member and deal with individual defections in a direct way, or shall the administration trust instead a mechanical scheme which aims to be adequate in a great variety of individual cases? I feel that the University must trust the judgment and integrity of the faculty member. No automatic scheme is fundamentally sound. If, in the administration's opinion, a man has failed in his obligations, that fact can be expressed to the man directly."

"If the universities cannot trust implicitly the moral integrity of the faculty to do the best work they can and know how, they should publicly declare so--but only after they prove that they are unable to make a better selection of the appointees by improved methods!..... The best way to use most economically and usefully the faculty is the selection of the faculty among the best of the available candidates, giving them a salary at least double of an average carpenter or plumber, and stop treating them as high-school boys!

As long as there is no truly democratic way, open to the public, in the selection, there is bound to be a pile of dead wood accumulating in the so-called institutions of higher learning. With this type of faculty it does not matter what type of contract is used--the result will be what we now have!"

"The issue is extremely simple. Appoint good men, make them aware that their advancement depends on their development (tested by scholars not by central administration) and then let them have their head."

"The routine textbook writer and those who spend their time on potboilers should not be promoted to permanent tenure."

"Unworthy men deserve the axe. Surely there is some more direct way of giving them the axe than by seizure of their ill-gotten gains. Most certainly there is a better way than that of seizing the gains of worthy men, gains which are not ill-gotten."

"The faculty should be morally mature--capable of resisting financial temptations to dishonest or mercenary scholarship. If a member signalized himself unfavorably, he should be dropped. If he has attained tenure it is the fault of the University--or its mistake--for having failed to observe that the man was not up to standard. It is unfair to diminish the liberty and self-respect of the rest--and the courage and independence that go with such status--in order to compel the few to behave."

As one would expect, persons who see the problems are more likely to approve of the contract. Two thirds of the respondents who consider one or more of the problems serious, approve of it; but only a fifth of the other members of the faculty. This suggests that one reason for the difference of opinion on the contract is that members of the faculty have different impressions of the facts with regard to the extent of the underlying problems. (See Table 12)

Table 12

DEGREE OF APPROVAL, BY NUMBER OF PROBLEMS CONSIDERED SERIOUS*

Degree of Approval	Number of Problems Considered Serious	
	None (N=59) (%)	One or More (N=99) (%)
Total	100	100
Strongly approve	3	8
Approve with reservations	19	62
Neutral or indifferent	10	5
Disapprove with reservations	27	16
Strongly disapprove	39	9
No answer	2	-

*Based on Columns 63, 48, 49, and 50. See the Appendix.

Acceptance of the Contract in Principle

Two questions deal with the economic principles of full-time appointment: Respondents were asked whether or not they agreed in principle that: (1) "In return for an adequate salary, a member of the faculty should be expected to pay some portion of his outside professional earnings to the University," and (2) "In return for an adequate salary, a member of the faculty should be expected to pay some portion of any earnings he derives from remunerative hobbies to the University." The reader should notice that the question asks only whether some unspecified part of the earnings should be paid to the University.

Approximately two thirds of the faculty who answered the question accept the principle with reference to professional earnings. It is interesting that almost half of the faculty on traditional contracts who answered the question agree in principle (See Table 13). Although 30% of the faculty reject the principle, the reader will recall from Table 9 that only 7% give the principle of a limitation on earnings as their strongest objection to the contract.

Table 13

AGREEMENT IN PRINCIPLE THAT EARNINGS BE PAID TO THE UNIVERSITY FOR TWO TYPES OF EARNINGS, BY RESPONDENT'S CONTRACT*

Types of Earnings, and Agreement in Principle	Respondent's Contract		
	Both Types (N=238) (%)	Full-Time (N=181) (%)	Traditional (N=57) (%)
Outside professional earnings			
Total	100	100	100
Agree in principle	61	68	40
Disagree in principle	30	25	44
No answer	9	7	16
Earnings from hobbies			
Total	100	100	100
Agree in principle	21	24	12
Disagree in principle	69	67	74
No answer	10	9	14

*Based on Columns 19 and 20. See the Appendix.

Almost all the comments on this question express either qualified acceptance or flat rejection of the principle. However, one member of the staff wrote:

"In return for an 'adequate' salary, the members of a faculty should not engage in outside earnings at all."

A number of comments express qualified acceptance.

"In view of the fact that the earning potential of members of the faculty is unquestionably increased by the prestige of the University, I see no reason against it. On the other hand, I deny that faculty members, whenever they are cleared of paternal control, immediately plunge into a scramble of 'unworthy' activities. A community of scholars may be imagined in terms of the medieval cloister or in the terms of a university. It is an error of fact, I believe, to think of the University of Chicago in terms of a cloister. Our voices should be addressed, and are addressed, rather to man than to God. The nature of the culture in which we live will have to be radically altered before we can think of successful scholarship in the image of the local saint. Our successful scholar is and will continue to be a man who speaks truth to the society in which he lives. Nor will the dignity of his utterance be greater for affectation of the tatters of a begging friar."

"I approve of the LE contract as it stands insofar as use of University time is concerned. However, it should be possible for the faculty member to use non-university time for his own financial benefit. If, for instance, a faculty member had high expenses for medical care, dental care, etc. it would be possible for him to earn additional money by writing or speaking evenings or week-ends."

"How is the money value of a man's work determined? If his services are sufficiently in demand to produce requests for them which are remunerative, a decision must be reached as to whether they (the services) are a wise use of his time. If the decision is that they are, and he uses University time, return of fee to the University is, of course, fair provided the fee offered is not in excess of his salary for the time given. If the fee is larger by a considerable amount, or if the service is not given on 'university time', why should the University sell his services at a profit? Let study be given to better means of determining what is a wise use of time. If, then, a man is using his time wisely let outsiders pay what they think his service is worth, and let him keep anything over and above what the University would pay for the time."

Several persons maintain that effort should be rewarded.

"I feel that there are arguments both for and against the LE contract. I realize that there have been abuses under the old system of permitting outside earnings. In eliminating these abuses I think the LE contract is good. However, I dislike the idea that if I were to write a textbook, abstract journals, or make professional speeches, I could not accept remuneration. All these activities take extra effort, but are of scholastic value. I think that the person making such an effort should be rewarded."

"A non-productive person can take refuge in the LE contract in order to increase his salary, which is a distinct disadvantage to the University."

"Since all outside work is selected on the basis of non-monetary values to University and enhancement of the faculty member's contribution to teaching, the faculty member who makes the extra effort to produce, pays a price not exacted from the one who assumes none of these responsibilities."

"[The LE contract] provides too much remuneration for loafers."

Other persons who reject the principle commented as follows:

"The LE contract is unjust since it leaves men of means at freedom to spend their time speculating on the stock market or in real estate, but forbids the poor to acquire any means with which to buy real estate, etc."

"In return for an adequate salary, a member of the faculty should be expected to teach or to do his university assignment adequately. That seems to me all that can be expected."

"The University could reasonably expect to be reimbursed for the use of facilities, (clerical help, etc.) used by the faculty member in connection with remunerative activities. Beyond this, the faculty member should be free to keep outside earnings so long as he does not neglect his University obligations."

The principle of paying earnings from hobbies to the University is less widely accepted than the principle of paying over professional earnings. Only a third of the staff members who expressed an opinion on hobby earnings accept the principle. The data are shown in the lower part of Table 13. One person, however, goes further and maintains that income from property and investments should be paid to the University. Several persons say their answers would depend on the time involved, and a number point to the difficulty of defining hobbies. For instance, one person who rejects the principle, adds:

"But I see administrative difficulties in distinguishing such earnings from professional earnings, and believe that this principle may have to give way to the more important principle with respect to professional earnings."

And another:

"I realize how difficult it is to draw the line between earnings attributable to the University connection or to scholarly ability and earnings completely unrelated to the University. Still, I can't help feeling that if one wrote a short story or an article while on vacation which subsequently was sold to a periodical, he should be permitted to keep the money. This type of thing isn't likely to come up very often; but if one is entitled to regard income from stocks and bonds as 'unearned' and therefore not payable to the University, or the profit from the sale of a piece of property, then one should be permitted to keep the income from the sale of a published (non-academic) manuscript."

Other comments were:

"In the law and medical schools, there may be good reasons for forbidding teachers to practice privately. But there is no excuse for forbidding any teacher to earn money by engaging in non-professional activities which do not interfere with his academic duties."

"[It] should be no business of the University as long as the work is well done."

"I doubt if even the prisoners in Alcatraz are denied this right."

And, in an interview:

"It's a question of the degree of control. A lawyer sells his legal knowledge, a physician his medical knowledge, and so forth. The University should buy one's knowledge in some particular field, say for a 40 hour week or something like that. You should be free to do something entirely different on your own time.... People say 'If I should write a novel....' but actually they don't do it much."

Other persons interviewed were somewhat amused at the amount of concern expressed about earnings from still-to-be-written best-sellers.

As would be expected, persons who accept the economic principles are more likely than others to approve of the contract. The extent of the relationship is shown in Table 14. Three quarters of the persons who accept both economic principles approve of the contract, but only 15% of those who reject both principles.

Table 14

DEGREE OF APPROVAL, BY ACCEPTANCE OF THE ECONOMIC PRINCIPLES*

Degree of Approval	Number of Economic Principles Accepted		
	Neither (N=73) (%)	One (N=94) (%)	Both (N=51) (%)
Total	100	100	100
Strongly approve	-	5	16
Approve with reservations	15	57	57
Neutral	7	11	2
Disapprove with reservations	26	17	21
Strongly disapprove	52	10	4

*Based on Columns 63, 19 and 20. See the Appendix. 15 persons who omitted one of these questions, and the 5 non-respondents are omitted from the table.

Table 12 showed that members of the staff who think at least one of the underlying problems serious, are more likely than others to approve of the UE contract. They are similarly more likely to accept the principle that some part of professional outside earnings should be paid to the University. This is shown in Table 15. About 80% of those who think any one of the problems serious accept the principle; but only about half those who do not think it serious, accept the principle.

Table 15

ACCEPTANCE OF THE PROFESSIONAL EARNINGS PROVISION IN PRINCIPLE,
BY ESTIMATES OF THE EXTENT OF THREE PROBLEMS*

The Problem, and Estimate of Its Extent	The Principle	
	Number with Opinions	% Who Accept (a)
Neglect of University work		
Probably would require action	79	81
Can't say	59	69
Probably would not	75	51
Misuse of University connections		
Probably would require action	56	82
Can't say	65	71
Probably would not	89	55
Neglect of scientifically important problems		
Probably would require action	59	83
Can't say	67	70
Probably would not	84	54

*Based on Columns 48-50 and 19. See the Appendix.

a) The base of the % is shown in the first column.

The Effect Of the Contract on the Faculty

Since persons who see the problems and accept the full-time appointment in principle may nevertheless disapprove of it, if they think it has not worked out satisfactorily, the following question was asked:

"Insofar as you have been able to observe, do you think that on the whole, 4E contracts have had a good or a bad effect, if any, on the faculty concerned with respect to the following:

- Freedom of activity
- Faculty morale in general
- Standards of professional ethics
- Recruitment and retention of faculty."

Many persons felt unable to give an opinion. Half the faculty, which represents the great majority of those who did venture an opinion, has the impression that recruitment of staff has become more difficult, and that faculty morale has deteriorated under 4E. On the other two questions the effect of 4E appointments on freedom of activity and on professional ethics--opinion is equally divided; in each case a plurality of those with opinions considers any effects of the contract negligible. This confirms

the impression that one gets from the comments on the freedom issue, that it is the "threat" to freedom rather than any actual restriction that alarms some members of the faculty (See Table 16.)

Table 16

EVALUATION OF VARIOUS EFFECTS OF THE 4E CONTRACT*

Effect on:	Total Making an Evaluation (N=238) (%)	Evaluation		
		Good (%)	Negligible (%)	Bad (%)
Recruitment and retention of staff	62	1	11	50
Faculty morale	73	5	17	51
Professional ethics	61	12	37	12
Freedom of activity	67	19	28	20

*Based on Columns 52-55. See the Appendix.

The members of the faculty who are themselves on a full-time appointment have a more favorable impression of the effect of the contract than do their colleagues on three quarter appointments. Almost all the favorable evaluations in Table 16 are made by persons on 4E. In fact, the majority of the 4E faculty members who notice any appreciable effect on freedom, thinks it a beneficial one.* That few of them are worried about freedom is not surprising in view of the data in Part II which show that only 10% of them are dissatisfied with their own programs of service to the University. Likewise, the majority of the 4E faculty members who notice any appreciable effect on professional ethics, thinks it beneficial.** However, the data in Part II on personal experience with respect to temptations to lower ethical standards do not indicate that the contract has had the desired effect in this respect.

*Of the 4E faculty, 43 say "Good"; 30 "Bad"; 56 "Negligible," with 52 giving no opinion.

** Of the 4E faculty, 27 say "Good"; 13 "Bad"; 76 "Negligible," with 65 giving no opinion.

It must be recognized that observations of the effect of the contract may either be reasons for approving (or disapproving) of the contract; or they may themselves be selective, influenced by a predisposition to approve (or to disapprove) of the contract for one reason or another. In any case, if respondents are classified according to their estimates of the effect of the contract, it can be seen that these estimates are very closely related to overall approval of the contract. The data are shown in Table 17.

Table 17

EVALUATION OF THE EFFECTS OF THE LE CONTRACT, BY DEGREE OF APPROVAL*

Degree of Approval	Evaluation of the Effects of LE (a)		
	Good or Negligible (N=93) (%)	Bad in Some Respects (N=89) (%)	Bad in Most Respects (N=45) (%)
Total	100	100	100
Strongly approve	13	2	-
Approve with reservations	64	35	9
Neutral	13	7	2
Disapprove with reservations	5	41	18
Strongly disapprove	5	15	71

*Based on Columns 52-55 and 63. See the Appendix.

a) This is a rough classification based on the difference between the number of good and bad effects mentioned in Columns 52-55, even though these items are not really additive. "Good" includes those who mentioned more good effects than bad in Columns 52-55; "Negligible" includes those who mentioned the same number of good and bad effects, including persons who gave no opinion on any of the four questions; etc.

Opinion of the Salary Level

Most of the dissatisfaction with the administration of full-time contracts centers on salaries. About half the faculty thinks the salary level unsatisfactory. However, a quarter thinks it at least reasonably satisfactory. (20% of the faculty--this is 13% of the LE faculty and 40% of the 3Q faculty, say they are unable to form an impression of the salary level.) See Table 18.

Table 18

DEGREE OF SATISFACTION WITH THE LE SALARY LEVEL*

Degree of Satisfaction	Percent (N=238)
Total	100
Definitely satisfactory	2
Reasonably satisfactory	22
Definitely unsatisfactory	53
No impression of salary level	19
No answer	4

*Based on Column 10. See the Appendix.

A number of persons state matter-of-factly that the University cannot afford to pay adequate full-time salaries; others who make the same point conclude from it that the University is failing to meet a moral obligation implicit in a compulsory full-time contract.

"I believe that the LE contract is desirable in principle. It must be recognized, however, that the contract costs the University and the Community something. The hard question is whether it costs too much."

"...Actually, the LE contract has had the effect of reducing our salary scale, relative to other institutions, and has thereby increased financial problems and considerably reduced the independence and financial security of the members of the staff. The LE contract is a luxury which neither the University nor the members of the staff can afford."

"The LE contract would be an honest undertaking only if under it the University could afford to pay salaries at least 25% higher than other leading Universities. Since it was clear from its inception that the University budget would not permit such a salary scale, the undertaking seems to me a fraud."

"The University is apparently not in a position to carry through the implied obligations of the contract; therefore its moral position is extremely questionable."

"I object in principle to the claims made by the Administration on behalf of the LE contract. The University pays the going rate and that is all."

"In principle, the LE contract is commendable. However, in my own case and in that of my friends, the salary is inadequate. I object to high-sounding principles which are not put into practice."

Two members of the faculty express the opinion that the basic salary scale is a more fundamental problem than the type of faculty contract:

"...the outside earnings of most of the faculty were grossly exaggerated. All talk to the effect that the LE contract will operate satisfactorily when salaries are 'adequate' is silly...Difficulties with the LE contract are just one aspect of an underlying salary structure that is unsound."

"...the LE contract...serves as a red herring in the serious salary problem."

The relationship between satisfaction with the salary level and approval of the LE contract is shown in Table 19. More than half the persons who are dissatisfied with the salary scale, disapprove of the contract, but only a quarter of those who are more or less satisfied. The relationship shown in the table is confirmed by some of the comments that were added in explanation of, or as qualifications to, answers given to the approval question or to the question on whether the full-time contract should be continued or not. To some persons the salary scale is of course the most important aspect of the whole problem; for instance:

"The crux of the issue for me is not approval of the principle of LE but considerable distress over the salary paid. Without LE I would sacrifice my preferences and some responsibility to the University to do outside work to support my family more adequately."

Table 19

DEGREE OF APPROVAL, BY SATISFACTION WITH THE SALARY LEVEL*

Degree of Approval	Opinion of Salary Level	
	Satisfactory (N=57) (%)	Unsatisfactory (N=126) (%)
Total	100	100
Strongly approve	12	3
Approve with reservations	58	36
Neutral	5	5
Disapprove with reservations	20	23
Strongly disapprove	5	32
No answer	-	1

*Based on Columns 63 and 10. See the Appendix.

The question on salary level also asked persons who thought it unsatisfactory why they thought so, and provided three possible answers, "too low in comparison with other leading universities", "too low in comparison with 3Q salaries here" and "too rigid to meet the rising cost of living", with space to write other criticisms. The two most frequent criticisms are that salaries are (1) too low in comparison with those at other leading universities, and (2) too rigid to meet the rising cost of living. Each was made by a third of the sample. (See Table 20). The comments on salaries at other universities emphasize that a full-time salary here should be comparable with total earnings at other universities, if the University's competitive position is to be maintained. The following comments were made on the changing cost of living:

"LE is blamed, but unjustly--that salaries in situations like ours have not kept pace with the cost of living. But they didn't go down here during the depression. They ought to respond somewhat both ways."

"I approve of the principles of the LE contract. Unfortunately the times have caught up with it, so that the salary scale, which looked satisfactory when the plan was first proposed, no longer competes successfully with that of other institutions and does not match the cost of living."

"It is not flexible enough to meet and to provide for the rising tide of inflation; if my present salary is computed in terms of Hoover dollars I am about where I started when I first came here, although in the meantime, I have been married and have to support a young child."

"The old system had automatic inflation protection, i.e. in times of inflation the faculty member could boost his income by outside jobs, which have a tendency to appear in times of inflation. Such job opportunities fall off in depression but then the purchasing power of the basic University salary increases."

"The 4E contract implies the ethical presupposition of an adequate remuneration. As long as this demand was met or could be met, I see no objections to this type of contract. If this ethical demand cannot be met, the contract should be abolished. It carries inequality, in that it deprives the academic worker of the right which every non-academic worker has, namely to use the time after working hours for earning additional income. At present, the contract combined with the post-war price inflation and the stagnation of the salary levels does more harm than good. Should the price inflation continue without the salary level being raised, the point will be reached quickly at which the quality of work suffers, precisely because no outside earnings are possible."

8% of the faculty think 4E salaries are too low in comparison with 3Q salaries at the University. One person, who has "no strong reason to dislike the 4E contract," nevertheless thinks:

"[It] works a great hardship on those individuals who change from a 3Q contract over to a 4E contract...In 1946, I was an instructor with a salary of \$3000. Through outside teaching and other duties I earned an additional \$2000. I was offered promotion to the assistant professor level, and my University salary increased from \$3000 to \$3750. For me, that was a cut of over \$1000 in my annual income. Now it is true that it saves a lot of time for more worthwhile occupations...but I had just been married and was establishing myself in the community...It forced my wife to work...These circumstances delayed our having a child for two years. I think that many people changing from the instructor to the assistant professor level are in the same boat."

5% of the respondents made miscellaneous criticisms: that the salary level is inadequate to cover extraordinary expenses, or saving for old-age security, or that it is inadequate for the younger men (see Table 20.)

Table 20

CRITICISMS OF THE SALARY LEVEL*

Criticisms	Percent of Total Sample (N=238)
Too rigid to meet cost of living	34
Too low compared to other universities	32
Too low compared to 3Q salaries here	8
Too low to provide an appropriate living standard (a)	4
Miscellaneous criticisms	5

*Based on Column 10. See the Appendix.

a) Not listed on the questionnaire.

Trustees Attitudes Toward LE Salaries

A second question on the salary level was included at the request of the Central Administration:

"Do you have an impression that the trustees have been any more willing to grant cost of living raises because of the LE contract than they would have been otherwise?"

If the trustees recognize a special responsibility to maintain the real income of the faculty on full-time appointment, the faculty is not aware of that fact. Only 9% gave an affirmative answer; 20% said "no"; more than half the total sample (53%) said they had no impression either way, and another 13% did not see that the contract was relevant.**

Two persons are concerned about the way the contract has been presented to the Trustees. One wrote:

"When the question of extra earnings is not involved, the argument sounds to me as if it were: 'We are fooling the Board of Trustees, by making them think LE means more hours of service than 3Q, but additional hours of work would be impossible or undesirable and will not really be expected.'"

**5% omitted the question, including non-respondents.

And another in an interview began by saying:

"The goal of the contract is all right, but I do not like the way it was presented to the Trustees--or the way I think it was presented--as somewhat more expense at first, but they would get four quarters of service for it... I don't know what they said to the Trustees, but I have a hunch that they sold it on the basis of something different from the way they sold it to the faculty, and I see no excuse for that way of doing business."

Policy in Determining Individual Salaries

A third question on salaries gave respondents a chance to commend or to criticize administrative policies in determining individual salaries under 4E:

"In determining individual salaries under the 4E contract, does the central administration, in your opinion, give either too much or too little consideration to any of the following?

Academic rank
Individual and family need
'Market value' (potential earning power)
Bargaining ability
Scholarly merit."

About half the respondents felt they had too little information on the subject to form a judgment. The most frequent criticism is that too much consideration is given to "bargaining ability." 40% of the total sample (that is, almost 80% of those who offered an opinion) make this criticism. About a quarter of the respondents think that too little consideration is given to scholarly merit, but 19% are satisfied in this respect. Almost as many think that the Administration takes too little account of need, but there is some division of opinion on this; 5% think too much attention is given to need. A number of persons raised questions about how need is to be determined. Opinion is also divided on "market value" or potential earning power. A third of the faculty is critical on this score--the majority thinking it given too much consideration. A few persons think salaries should correspond more closely to academic rank but others dissent. The total number of criticisms in this last case is no greater than the number of commendations of administrative practice. (See Table 21.)

Space was provided for other complaints. A number of respondents think teaching ability should be given more recognition; and a number mentioned "arbitrary subjective factors", "favoritism", "agreement with the Administration's party line", etc; a few mentioned "showmanship", "brazen importunings", etc. The following factors were also mentioned, each by one respondent: actual earning power, social status in the community, sex, usefulness to the university. Another comment was:

"The trouble is that salaries can't be reduced for any reason; one might say 'too much consideration' is given to what has been paid the man."

A few persons noted that the Administration is forced to consider factors other than scholarship, and one person said:

"Since recommendations originate with the Departments, one cannot blame the Central Administration for faulty criteria."

Table 21

EVALUATION OF THE AMOUNT OF CONSIDERATION GIVEN TO VARIOUS FACTORS IN DETERMINING INDIVIDUAL SALARIES UNDER THE LE CONTRACT*

Factors	Total Making an Evaluation (N=238) (%)	Evaluations		
		Too Much (%)	Too Little (%)	About Right (%)
Academic rank	36	5	12	19
Individual and family need	43	5	22	16
"Market value"	44	21	11	12
Bargaining ability	51	40	2	9
Scholarly merit	46	1	26	19

*Based on Columns 12, 13, 14, 15, and 16. See the Appendix.

PART II PERSONAL EXPERIENCE UNDER THE LE CONTRACT

Introduction

In contrast to the opinions that have been presented in Part I, Part II presents personal experience under the full-time contract, and reactions to this experience, as reported by the staff members concerned. The questions deal with (1) the distribution of the respondent's time and energy under LE, (2) his reaction to the elimination of the financial incentive to undertake outside activities, (3) the extent to which he has been tempted to lower his ethical standards, (4) his satisfaction with the service "assigned" him, and (5) with the settlement of his claims to reimbursement of expenses, and (6) any "pressure" he may have felt to increase his outside earnings to the profit of the University.*

Summary

Half the full-time staff members have spent their time just about as wisely under LE as they would have done under another contract; and opinion is divided among those who notice a difference. 27% say the contract has led them to use their time more wisely, and 15% less wisely. (Table 22)

The LE contract has to some extent "encouraged" scholarship, pure research and administrative work in the sense that the number of persons spending more time on these activities as a result of the contract exceeds the number who have spent less time on them. In a similar sense, the contract has tended to "discourage" text-book writing, other forms of popularization of knowledge, consultation service and applied research. The teaching load is the same under both types of contract. (Table 23)

There is no single predominant reaction to the elimination of the financial incentive to undertake outside activities. Almost a quarter of the faculty under LE has found that it makes no difference to them. 24% say they have been tempted to neglect activities that would be stimulating, and 27% to neglect obligations to the public; 26% have found it a relief from uncongenial drains on their time and energy, and 28% take satisfaction in the knowledge that their decisions are not influenced by financial considerations. (Table 24)

The contract has apparently had little effect on ethical standards. For almost two thirds of the LE faculty, the temptations are the same under either type of contract. 16% have been more tempted under LE; and 6% less tempted. (Table 25)

*Columns 37, 26-34, 38; 39; 40; 41; 43 and 42; on the LE form of the questionnaire in the Appendix.

Almost 90% of the faculty on LE are satisfied with their own programs of service to the University; and some of the dissatisfaction expressed by the other 10% is unrelated to the type of contract. (Table 26)

Three quarters of the faculty members who have had occasion to claim reimbursement for expenses incurred in connection with remunerative outside activities, are satisfied with the settlement they obtained. (Table 27)

Of the 172 persons who answered the question on "pressure" to increase outside earnings, only a dozen have felt the slightest pressure.

The Use of Time and Energy under LE

Respondents on full-time appointment were asked whether on the whole they thought they had made more valuable or less valuable use of their time under LE than they would have done under a traditional contract. Less than 10% think the contract has made much difference. Less than half think it has made any appreciable difference. However, the contract has apparently had the desired effect to a limited extent. 27% think they have spent their time more wisely, but only 15% less wisely. See Table 22.

Table 22

EVALUATIONS OF THE EFFECT OF THE LE CONTRACT ON
RESPONDENTS' USE OF THEIR TIME AND ENERGY*

Evaluations	Percent (N=181)
Total	100
Much more valuable under LE	7
Somewhat more valuable	20
The same on either type of contract	52
Somewhat less valuable under LE	13
Much less valuable	2
No answer	6

*Based on Column 37 of the LE form. See the Appendix.

Members of the full-time staff were also asked whether, as a result of the contract, they had spent either more time or less time on any of the activities listed in Table 23. In every case the majority of those who answered had spent about the same amount of time as they would have spent under another type of contract. This is notably true of teaching. 126 of the 149 persons who answered the question have spent the same amount of time on it; about a dozen have spent more time, and a like number have spent less time. Thus there is no evidence that the LE faculty has been given a heavier teaching load. The activities most affected by the full-time contract are apparently textbook writing and other means of disseminating knowledge to the public.* Both have been "discouraged" in the sense that about a fifth of the full-time faculty is spending less time on them, and only a negligible number is spending more time on them. In this sense, the contract has also tended to discourage consultation service both to business and to other agencies, and applied research; and to "encourage" scholarship, pure research and administrative work.

Table 23

RELATIVE AMOUNT OF TIME SPENT UNDER LE ON VARIOUS ACTIVITIES**

Activities	Total with Opinions (N=181) (%)	Relative Amount of Time (a)		
		More (%)	Same (%)	Less (%)
Pure research	75	18	53	4
University administration	66	12	53	1
Scholarship	76	13	60	3
Teaching	83	6	70	7
Applied research	56	4	41	11
Consultation service to business	52	2	38	12
Other consultation work	60	3	40	17
Dissemination of knowledge by means other than teaching and textbooks	73	3	51	19
Textbook writing	68	1	46	21

**Based on Columns 26-34 on the LE form. See the Appendix.

a) The comparison is with the time that the respondent probably would have spent under a traditional contract.

*The difference between the number of persons saying "More" and "Less" is used here as a rough measure of the amount of influence. The activities are listed in order of this difference in Table 23.

Some members of the faculty are concerned about the time spent on non-professional work when salary increases do not keep pace with the cost of living and professional earnings revert to the University. They are thinking of the time given to the management of investments or real property, and of the time spent in producing income in kind when members of the faculty do their own personal or domestic service, or paint their own houses to save cash outlay. Since it is difficult to estimate the amount of time spent per year on such odd jobs, respondents were asked simply whether or not they had spent "appreciably" more time on each type of non-professional work. ("Appreciably" was defined as the equivalent of a half day per week or two days per month.) 6% of the AE faculty have spent "appreciably" more time on non-professional work producing income in cash; and 62% of non-professional work producing income in kind. The following comments were made on this question:

"I do these things as necessary physical exercise."

"No, I haven't, but to provide adequately for my family and for retirement I should have."

"No, unless you count the fact that I would have hired services as my salary increased (as it has) were it not that inflation has eaten up every increase."

"If I were less strapped financially I would be able to provide adequate domestic help which is time-consuming."

"I interpret this to mean: doing tasks which ordinarily I would pay others to do. I would pay them with-- this is an approximation--money I could earn in $\frac{1}{4}$ the time it takes me to do these tasks."

"I painted the apartment and built furniture. Many consecutive week-ends were so involved."

"The increased cost of living has forced my wife to resume some of her former professional activity."

"[The] net effect has been to make me spend more time producing income in kind than I gave up in producing outside earnings."

Reactions to the Elimination of the Financial Incentive to Undertake Outside Activities.

The assumption that financial incentives to undertake outside activities tend to work to the detriment of the best interests of the University, is basic to the conception of the full-time appointment. The members of the sample who are on LE were accordingly asked how they felt, on the basis of their personal experience, about the elimination of that incentive. Several persons challenged the assumption that the financial incentive has been eliminated:

"I don't believe the financial incentive has been eliminated. I have a passion to earn more money by outside activities--a passion I suspect that only death will eliminate. And this passion is by no means incompatible with an intellectual and artistic temperament, or with great devotion to the welfare of my students."

"I have not felt the elimination of the incentive to undertake outside activities. I have undertaken them and scrimped on the allowance for (living away from home) expenses in order to pay off accumulated debts and home expenses."

"My incentive to undertake outside responsibilities has remained the same. My choice, however, may be more objective. I recall only one instance on the old contract when I frankly accepted an assignment (with full knowledge of the Dean) because of the high remuneration to make up for my then low salary and to meet family medical expenses."

"In explanation of the complete absence of outside earnings in my case I should like to state that I avoided outside offers during the last years, not for any reasons connected with the LE, but because of certain implications these offers would have carried which seemed, in the long run, potentially detrimental to my scholarly independence."

22% of the full-time faculty say that the elimination of financial incentives makes no difference to them. Among those who do notice a difference, there is no single predominant reaction. 24% of the sample are tempted to neglect activities that would be stimulating, and a like number to neglect obligations to the public or to the public relations of the University; approximately the same number feel relieved from uncongenial drains on their time and energy, and 28% take satisfaction in knowing that their judgment is not influenced by their financial interests. 12% describe the "relief" or "satisfaction" as "great" rather than "mild". See Table 24.

These answers are not mutually exclusive.

Table 24

REACTIONS TO THE ELIMINATION OF FINANCIAL INCENTIVES
TO UNDERTAKE OUTSIDE ACTIVITIES*

Reactions	Percent (N=181) (%)
Makes no difference	22
Temptation to neglect professionally stimulating activities	24
Temptation to neglect obligation to the public	27
Mild relief from uncongenial drains on energy	21
Great relief from uncongenial drains on energy	5
Mild satisfaction not to be influenced by financial considerations	21
Great satisfaction not to be influenced by financial considerations	7

* Based on Column 39 of the 4E form. See the Appendix. The total is greater than 100% because some persons gave more than one answer.

Other comments on this question were:

"Clearly much of the expansion of knowledge--especially in social studies--requires contact with the world of action. Even a knowledge of the problems requires contacts with the world. Furthermore, the persons thus engaged often can acquire knowledge only through the confidential relationships of specialist and client. I know this to be so in my own considerable experience. But the older fields of University activity do not recognize this; and they can prevent it with damage to the University staff."

"The LE results in a substantial amount of work done gratuitously or for unwanted gifts in kind. One is often reluctant (or too lazy) to charge for work done for friends and relatives, who know about the LE. The result is either a gratuity or a gift which is often small in relation to the value of the professional work."

"A great nuisance adjusting income tax and income after turning in outside earnings and filling in the necessary comptroller forms."

"I'd like to be able to teach in other summer schools --and also to write text books."

"A degree of frustration that a ceiling is set below family needs."

The following excerpt is from a letter, originally sent to the Subcommittee of the Committee of the Council in 1947, and enclosed by the author with his questionnaire.

"If it is the purpose of the LE contract to curtail outside activities, this purpose has, in my case, been achieved. It would, however, be erroneous to conclude from the fact that outside activities were given up to a considerable extent, that they were of no importance either for the faculty member or for the University. The main bulk of activities given up consists of lectures and literary activities such as articles for newspapers and magazines, advice to publishers, and the like. While these activities are not among the most important ones a scholar has to perform, they are, however, part of the traditional services which a scholar, especially one concerned with political affairs, is expected to render to the community. It is not by accident that the community does not expect those services free of charge. On the one hand, the intellectual stimulation resulting from these activities is not great enough to induce a scholar to undertake them; on the other hand, the material reward, together with the intellectual experience they provide, makes them attractive to scholars.

The LE contract destroys the incentive for such activities. By doing so, it impoverishes the community, which thus is deprived of the services of a number of scholars which it would otherwise enjoy. The LE contract impoverishes also the faculty member both materially and ideally. As long as salaries are not raised to the Utopian level where his mind is freed from material considerations, it will make a difference whether he earns some thousand dollars more or less a year. The life of a scholar is, furthermore, essentially a contemplative one, cut off from the main endeavors of an active life. The outside activities mentioned above not only provide a pleasant counterweight to the one-sidedness of a contemplative life. It might easily be, if my own experience does not deceive me, that such outside activities are the very precondition for the greatest possible achievement in the field of scholarship; for it is from periodical contacts with the active world that the scholar seems to receive that stimulation which makes his scholarly work most fruitful.

While the LE contract impoverishes the community and the faculty member, it impoverishes also the University itself. Whatever impoverishes the faculty member as a scholar, impoverishes the University too; for the University is nothing but the sum total of its scholars. Beyond this, however, the University suffers as an active agent within the community; for it is exactly in those outside activities of its members curtailed by the LE contract that the University influences the day by day intellectual life of the community."

Temptations to Lower Ethical Standards

It was hoped that the full-time contract would encourage high standards of professional ethics through the elimination of the financial inducement to undertake certain kinds of activities. On the other hand, some provisions of the contract itself are relatively easy to evade, and the net effect on ethical standards has been a matter of controversy. The questionnaire called attention to this issue, and asked the respondent whether he had found the temptations greater or less under LE. The majority of the LE faculty thinks the contract has made no difference either way in this respect; 16% say the temptations are increased under LE, and 6% find them decreased. To say that the temptations are greater does not of course necessarily mean that ethical standards are lower. One person for instance added:

"But I have nobly resisted the temptations."

Others point out that the temptations increase when salaries lag behind the cost of living. One person went so far as to say:

"[The LE contract] has lowered my opinion of professional ethics as a guide to conduct."

The data are shown in Table 25.

Table 25

EFFECT OF THE LE CONTRACT ON TEMPTATIONS
TO LOWER ETHICAL STANDARDS*

Effect	Percent (N=181)
Total	100
Increased the temptations	16
No effect either way	64
Decreased the temptations	6
Can't say	8
No answer	6

*Based on Column 40 of the LE form. See the Appendix.

Satisfaction with Program of Service to the University

More than half the faculty members on 4E are "well satisfied" with their programs of service, and 31% are "satisfied with reservations." 10% are more or less dissatisfied; however 13 persons indicated in comments that their reservations or dissatisfactions had nothing to do with the type of contract, and this may be true of others who did not give specific reasons. Several persons complain of the amount of work in general, and of administrative work in particular; a few mention the teaching load, and interruptions in the quarter out of residence. Each of the following was also mentioned: "the special disabilities of the 'second class' college faculty", the need to get special permission for longer vacations, and administrative redtape.

Table 26

SATISFACTION WITH OWN PROGRAM OF SERVICE*

Degree of Satisfaction	Percent (N=181)
Total	100
Well satisfied	56
Satisfied with reservations	31
Dissatisfied with reservations	8
Much dissatisfied	2
No answer	3

*Based on Column 41 of the 4E form. See the Appendix.

The Reimbursement Policy

Only about a third of the faculty under LE has had experience in claiming reimbursement for expenses attributable to remunerative outside activities. The majority of this group thinks the University's policy at least reasonable or fair. A few consider it liberal, and a like number are critical.* Most of the complaints deal with inadequate secretarial assistance, or inadequate travel allowances for wives, or red tape. Three other comments are:

"There is wear and tear in travelling and hidden expenses which cannot be filled. I always spend more than I submit on an expense account."

"The payment of earnings plus withheld tax involves 'loaning' money to the University for a period."

"One feature of the LE contract which has impressed me as unfair is the following. If I am asked to give a lecture and am given an honorarium for doing so, I have to give the money to the University. On the other hand, if I am asked to give the same lecture, but am not reimbursed by the organization before which I lecture, then I must bear the expenses myself. In other words, the profits are the University's; the costs are my own."

* Comments to the effect that inadequate provision is made for other professional expenses (not directly attributable to remunerative outside interests) are reported in Part III.

Table 27

OPINIONS OF POLICY ON REIMBURSING EXPENSES*

Opinion	Percent (N=181)
Total	100
No experience	63
Liberal	8
Reasonable or fair (a)	18
Illiberal	4
Miscellaneous criticisms	4
No answer	3

*Based on Column 43 of the LE form. See the Appendix.

a) Includes "Reasonable but not liberal" as printed on the questionnaire, and also comments to the effect that the policy is fair and the question of liberality irrelevant.

"Pressure" to Increase Earnings

The fear has been expressed that full-time appointees would be subjected to pressure to increase their earnings to the profit of the University. It seems to be largely groundless. Only a dozen persons, out of 172 who answered a direct question on this, have felt the slightest pressure, and 8 of the dozen have felt only "a little" pressure. One person mentions pressure to decrease his outside earnings. Two persons who said they had not felt the slightest pressure, qualified their answers:

"An administrator once told me, however, that if I made much money by outside activities, I would be in a good position to bargain for a higher salary under U.E. Perhaps my answer then should be 'a little' or even 'a lot'. It depends on how sound you believe the advice to be."

"Though one is uncertain as to worth of such earnings in obtaining future salary increases."

One who has felt "a lot of pressure" made a similar comment:

"Not directly. The pressure arises from the fact that there is no other evidence of earning power except outside offers."

One respondent who has felt considerable pressure gave the following explanation:

"...various department heads feel that their department's record with the central administration is enhanced by large contributions."

PART III THE FACULTY'S RECOMMENDATIONS

1. OPINIONS OF SIX PROPOSED MODIFICATIONS OF THE
FULL-TIME APPOINTMENT

Introduction

Respondents were asked for their opinions of six modifications of the full-time contract, that have been proposed at one time or another by various members of the faculty.* The proposals were stated in general terms, and respondents asked to indicate whether they approved or disapproved of the principle, or thought it worth considering. The details of any modification that might be adopted would have to be worked out after careful consideration.

Summary

All these proposals are popular. In each case a majority of the faculty either approves of the proposal or thinks it worth considering. In particular, almost half the faculty approves of a higher annual exemption and also of a flat exemption not limited to non-recurring fees. About a third of the faculty approves of two other proposals; that royalties be exempt from the earnings provisions, and that contracts state the faculty members' rights and duties more explicitly. The other two proposals are (1) that a graduated portion of outside earnings be paid to the University, and (2) that salaries be adjusted to the cost of living. A quarter of the faculty approves of the former and 18% of the latter; but in each case more than half the faculty at least thinks the proposal worthy of consideration. (Table 28)

Since persons may disapprove of a particular proposal either because they think it too much of a compromise with the full-time service principle, or because they think it does not go far enough, opinion of each proposal is shown separately for four segments of the faculty: those who think the contract should be continued, modified, made optional, and abandoned (Table 29.) Persons who think the full-time contract should be given up altogether are more likely to approve of higher exemptions than of the principle of a graduated scale for payment of earnings or of a cost of living salary adjustment.

Higher Annual Exemption and Exemption of Recurring Fees

The exemption for small earnings up to some fixed amount per year was recommended by the Committee of the Council in 1947. The present experiment with such exemptions is described in the following letter:

*Columns 57 to 62 of the questionnaire. See the Appendix.

TO ALL MEMBERS OF THE FACULTY ON THE APPOINTMENT:

August 10, 1948

Discussion of the faculty full-time appointment during the past year has been directed to three issues: (1) the amount of compensation received by the individual from the University; (2) the amount of outside earnings which may be retained by the faculty member under a full-time appointment; and (3) a statement by the administration of each individual's responsibilities to the University under the full-time appointment. On the first of these issues, the Committee of the Council is preparing a report for submission to the Council.

At the meeting of the Board of Trustees on January 8, 1948, it was voted to interpret Statute 16 (c) to permit a member of the staff on full-time appointment to retain earnings from a non-recurring activity outside the scope of his regularly assigned University duties (or regularly understood University obligations) when the fee for such activity is not in excess of \$25 and further provided that not more than a total of \$250 may be so retained in any fiscal year, and to review the matter after a trial of one year.

The Board agreed that since the purpose of this action was to eliminate nuisances, the professor would not need to report the items of \$25 or less to the Comptroller until he had exceeded the exemption of \$250.

It was further agreed that the effective date for this modification in procedure would be July 1, 1948.

Your attention is called to the fact that (a) the amount of the fee for a non-recurring activity must be \$25 or less to be retained, and (b) that the word non-recurring does not include fees of \$25 or less for each of a series of lectures, installment payments for a single service or activity, installment payments of royalties, and the like. In cases where a professor retains the fee of \$25 or under, he of course pays his own expenses.

An activity for which the fee may be retained is one which would fall outside regularly assigned University duties. It is understood, for example, that a doctor in the School of Medicine does not practice medicine for his own individual gain outside of his duties in the School and University Clinics.

For years the Statutes have contained the statement that "each member of a faculty shall perform service in instruction, research, and administration as may be recommended by the appropriate dean and arranged by the President." Thus an individual will undertake research, meet classes, counsel students, grade papers, attend committee meetings, discuss common problems with members of his staff and other members of the University, and the like. Such duties will vary from department to department, from school to school, from division to College, and from subject matter discipline to subject matter discipline. It has always been true that a teacher of English Composition will have different instructional duties from a teacher of Zoology.

What is true of instruction is equally true of research. The amount of time that an individual may give to his research will vary. When the University appoints a professor it takes these things into consideration. It will, where the occasion requires, state these matters explicitly.

Full-time appointment does not establish a universal rule of four quarters' residence and teaching. It provides flexibility in faculty programming,

(signed)

ROBERT M. HUTCHINS

46% of the faculty approve of a higher annual exemption; 26% think the idea worth considering, and 21% disapprove of it. The distribution is similar for the proposal dealing with the exemption of recurring fees. 45% of the faculty approve; 22% think it worth considering, and 25% disapprove of it. Most of the comments on these exemptions either suggest an appropriate level, or stress the importance of distinguishing between different kinds of earnings. Half a dozen persons suggest an annual exemption of \$500 or \$600; three suggest \$1000; and one person, who thinks that the underlying problems only become acute in the higher income ranges, proposes a \$2000 exemption. The only specific suggestion on the level of exemption for single fees, was \$100 coupled with an annual exemption of \$500. Other comments on this question were:

"Various possible sources of earnings should be classified, and the exemption should be arranged so as to discourage activities not beneficial to the community and to encourage income from educational activities."

"...jobs too big to be done for \$25 may actually be desirable professional work, but may be turned down because of the net limit on the fee that may be kept. Thus, the jobs that are taken are those which will yield a return, even though they are really undesirable from the viewpoint of professional standards. The problem is an administrative one, that cannot be solved through the mechanism of financial rule."

"Certain kinds of recurring income represent services of great professional and social value--e. g., a series of lectures such as the Colver or Messenger Lectures at Brown and Cornell. The present plan for handling the \$250 'exemption' is niggardly and invidious; it seems to me to have been formulated in order to be of maximum assistance to the comptroller and of maximum annoyance to the faculty."

"The present arrangement (as I understand it) that a faculty member may keep \$25.00 but must turn over all of \$25.01, seems highly unreasonable and illogical."

"The University would profit more if we were allowed \$250 from outside sources without needing to limit it to \$25 from one engagement. When people ask us what fee we expect invariably we say \$25, when many times our services are worth more than that."

Exemption of Royalties

A number of members of the faculty have proposed that royalties be exempted from the earnings provision of the contract. The proposal was stated as follows: "Royalties on books should be exempted from the provisions for outside earnings."

36% of the faculty approve of the proposal, 34% think it worth considering and 23% disapprove of it. Most of the persons who commented on this proposal thought it worth considering. They support it either as a matter of justice, or as a matter of expediency to encourage scholarship and the dissemination of knowledge. Several persons mention in particular royalties accruing after retirement. A number of persons think the exemption should apply only to scholarly books; a few suggest partial exemptions for royalties from any source. One man in an interview argued that it is unjust for the University to claim royalties:

"I'm perfectly sure that there are people I could name who have gotten increases through the plan [4E] and accepted them because they had no possibility of making anything outside. Others have been precluded from the raise for that reason. I have had a book on the fire for a long time. Could anything be more inequitable? They say the salary increase is 2/9. Fellows who have something in prospect and won't give up, can't get a raise. Besides, I think the whole thing misconceives the kind of people who go into academic work...Some have gotten increases under the condition I indicated. They get the same amount of time off that I do, but they have no research. My book will not bring in much money, but if it were only a nickel, I would not give it to the University...It's utterly unfair. The book is being written because I work harder than most of my colleagues...Suppose a man were in a private office, and in his leisure time wrote a book. No office would think of claiming the proceeds, if any. Suppose I did decide to sell the prospect for the 2/9 raise, then if I had any sense, I would immediately quit writing the book. I would have no motive. It is hard work."

Other comments on the inequity of the present arrangement were:

"The present 4E policy tends to penalize authors unjustly."

"I have written a text which represents the fruits of work in years prior to my joining the U. of C. I don't consider it just to relinquish all financial rights to a work which was apparently performed under the 4E contract but the foundation of which was laid in previous years."

"A book (or other work) written by a member of the faculty represents the result of many years of preparation; usually only some of these years have been spent at, and paid for, by this University."

"I strongly favor exemption of royalties. This is quite irrational, I only know that of all my earnings I would resist paying over royalties for writing. Perhaps this is because what writing I have done has been in spite of great odds-- at cost of considerable blood, sweat and tears. The fruits of these labors seem to belong to the creator."

Arguments based on expediency:

"[Royalties should be exempted] as an inducement to write books for a wider audience. Academic people should be encouraged to do so--this is a national interest."

"Royalties on scholarly books should be exempted from the provisions for outside earnings. [I] approve in the University's interest; they are the best publicity for the institution."

"Textbooks strike me as a worthwhile educational endeavor and good publicity for the University."

Qualified approval of the exemption:

"But this depends on the kind of book... Certain kinds of books--e.g. best-selling novels written by professors of biophysics, hack textbooks, etc.--would clearly come under such a prohibition. But if a book of real scholarly or educational substance reaches the royalty-producing level of sales, I think the author might be permitted to enjoy the windfall, especially since the chances of royalties would probably not have been great enough to make this the reason for undertaking the project in the first place."

"I consider that the University has a moral right to a part of the royalties on any book written on the University's time and with the use of the University's facilities."

"Royalties on books should be partially exempted from the provisions for outside earnings."

"[Royalties should be exempt] up to an amount which, with other earnings from any source, equals the total exemption--if $\frac{1}{2}$ E is kept."

"There are a good many expenses about writing and getting a book published. The university should let these be well-covered before it starts taking the royalties. [It] might also consider some provision for letting widows have royalties if a man dies in service; perhaps also let a man have royalties paid after he retires."

Two persons expressed at least qualified approval of the present arrangement:

"If books, why not patents--or the sale of any creative work?"

"In the case of royalties on books, it is my conviction that such income should not be exempted from the provision for outside earnings, if the book was written by a faculty member assigned time under the $\frac{1}{2}$ E contract for the specific task of writing the book."

More Explicit Contracts

The idea that the 4E contract should be more explicit about the faculty member's rights and duties, like the exemption for small fees, was one of the recommendations made by the Committee of the Council in 1947.

32% of the faculty approve of the proposal, 27% think it worth considering and 34% disapprove of it. Some respondents think that all that is needed is a general statement of policy; others stress a contractual guarantee that one quarter of the year will be free for research.

"I believe at least a public administrative statement should be written to be available for all 4E members, so that they would know what benefits the system is supposed to confer. I myself do not know of benefits that any other great university doesn't also confer."

"Deans and Departments should make more explicit statements about principles which are operative in determining assignment of time for research, teaching, etc. These principles can be discussed, and, of course, application of them in individual cases still left in part to decisions of administrative officers and the faculty members. There is too great uncertainty as to what the University intends with respect to faculty member's programs. [In particular] the question of teaching at other institutes, its values and disvalues, needs discussion as to the principles involved, and the University policy thereon."

"I have no complaint about the duties to which I have been assigned, but I object to the lack of any contractual limitation on each assignment, and to my dependence on the good will and good patience of the Administration and its deans and chairmen for permitting them to interpret the vague provisions of Statute 16 satisfactorily."

"Instead of full-time phrasing, with its complications of administrative power to dispose of the fourth quarter, why not a form of contract which retains the present financial aspect of the 4E (payment of profits, from use of one's time, to the University, over and above some fixed amount or sliding percentage of salary) but remove the University's power to judge and dispose of one's fourth quarter."

Graduated Percentage of Earnings to be Paid to the University

The proposal that a graduated percentage of outside earnings be paid to the University--a small percentage of small earnings and a progressively larger percentage of larger earnings--is comparable with the principle of the graduated income tax.* It would leave some financial incentive but discourage extensive outside activity purely for the monetary gain.

18% of the faculty approve of this proposal; 38% think it worth considering, and 37% disapprove of it. One person suggests a scale to be applied to net outside earnings:

"I heartily approve. Within such a scheme the spirit of the 4E could be maintained, and most of the difficulties would be removed. I would suggest that all outside income above expenses be reported quarterly and that the following scale be adopted:

0-\$500 (per year)...Exempt
\$500-\$1000..... $\frac{1}{2}$ of all over \$500 to University
\$1000 and up..... $\frac{3}{4}$ of all over \$1000 to University"

Another comments favorably on the proposal:

"I believe that the method of the graduated income tax could be used so as to encourage certain desirable outside activities while discouraging undesirable ones, and at the same time to add to the University's income. However, faculty members should not be forced to look for outside income by inadequate salaries."

One member of the faculty suggested that outside earnings should be shared with the University on a 50-50 basis.

And another favors some division of earnings:

"If members of the faculty have abused their academic position for the purpose of financial gain, ways ought to be devised of doing away with such abuses without creating others and making them more widespread. This purpose might be achieved by making the University a participant in outside earnings of faculty members rather than the sole beneficiary. Such an arrangement would take into account the fact that most members of the faculty owe their opportunity for outside earnings not only to their own ability but also to their membership in the University. Such an arrangement would also take into account the fact that no man is always, and most men are not at all motivated by mere ideal considerations. A piece of legislation, however noble the ideal by which it is inspired, which refuses to take cognizance of the shortcomings of human nature, will simply drive underground what it is powerless to change, and will make things worse rather than better."

*The opposite principle has also been defended by one staff member--that only the largest earnings be exempt--on the ground that in no other way will the University be able to recruit outstanding scholars with large supplementary earnings.

Two types of criticisms were made of this proposal: 1) that the graduated scale would involve too much administrative detail to be practical and 2) that no blanket ruling is satisfactory.

"[It] would create endless argument over itemization of earnings."

"I personally wouldn't want to be troubled by all the red tape."

"The administration should be simple. Too much time is wasted by us all in trivial paper work."

"The assumption seems to be that the larger the earnings, the larger the likelihood that the faculty member has been doing something detrimental to his own professional standing or to the University. I think this assumption is unsound in a good many cases. This proposal has the same disadvantages as the present HE contract: it seeks to solve by abstract principle what is in reality a highly varied complex of individual cases which cannot be handled equitably and with benefit to faculty and University except on a largely individual basis. We are substituting administrative simplicity and convenience for the more cumbersome, but in the long run more efficient, judgments necessary to individual freedom and productive effort."

"It seems to me to be unwise to have a blanket ruling regarding outside earnings of faculty members, since no two cases are exactly alike. Some outside activities (e.g., bar-tending at night, writing grammar-school textbooks for the sole purpose of getting the royalties, etc.) are undesirable and should be discouraged. Others (e.g. writing scholarly books, acting as visiting professor, etc.) are valuable both to the faculty member and to the University, and should be encouraged. To treat both types of activity in the same way is illogical and harmful. I would approve of an arrangement in which each instance is treated as an individual case, and on its own merits; the fraction of the proceeds to be kept by the faculty member would then doubtless vary, with the nature of the work from 0 to 100 per cent."

"If the teacher contracts to do outside work in the course of which he expects to use the University facilities (stenographic service, heat, light, rent, janitor service, laboratory apparatus, unpaid assistance from students, etc.) then the University is entitled to a part of the fee which he is to collect. The ratio of this part to the whole fee varies widely from case to case. In some instances, the University may justly claim almost the whole of the fee; in other instances, the part which it may justly claim is negligible; and there is a great variety of intermediate instances. I do not believe that any precise rule for handling such cases can be fixed in advance. My suggestion is that a board (on which the faculty and the administration should have equal representation) be set up to consider each case as it arises and on the basis of its individual merits. I would approve of a regulation which would forbid any teacher, on pain of immediate dismissal, to make any contract for outside services, until the board so constituted had passed upon the proposed contract and had fixed the portion of the expected fee which must be paid to the University if permission to do the proposed outside work is granted."

"...persons accepting [the] should be allowed to keep a share of their earnings commensurate with overtime spent, and figured with reference to 'at home' responsibilities which they continue to carry. If they carry a light regular load, they should owe the University more than if they carry a full-time program exclusive of the extra responsibility."

Cost of Living Adjustment

The final proposal was that the University should pay salaries commensurate with an appropriate cost of living index insofar as it could; with the provision that if it were unable to do so in a given year, members of the faculty could keep any outside earnings up to the difference between the salaries they actually received and the salaries they were entitled to on the cost of living principle. Thus, if salaries were only 90% of the theoretical salary scale, the exemption would be 10%; so that those members of the faculty who had opportunities for remunerative outside activities, could, if they chose, maintain their real income. The suggestion is based on two assumptions: that economic security means little unless account is taken of changes in the cost of living, and that if the University is unable to provide an agreed upon degree of economic security, full-time appointees should not be penalized more than their colleagues on traditional contracts.

25% of the faculty approve of this proposal; 38% think it worth considering and 31% disapprove of it. Three persons commented favorably:

"I approve of this or some variant thereof. It seems to me no accident that the LE contract should appear as a negative factor in faculty morale during an inflationary period. It seems desirable to make some portion of each faculty salary vary with cost of living indices."

"I strongly approve of the arrangement. It would eliminate the serious objection to the LE contract and retain its basic advantages."

"[I have] no opinion [on these proposals] but I believe faculty salaries should fluctuate with a cost of living index."

One person points out that changes in the cost of living also affect the value of annuities:

"The 'inflation escape clause' should take into consideration not merely the relation of salary to cost of living when the latter exceeds the former, but also the effect of inflation on the value of the annuity. In the later years of service, even if the salary rate were to keep pace with an increased cost of living, the effect of that inflation in reducing the security provided by the annuity ought to bring the escape clause into operation. It need not do so for a man who is more than twelve or fifteen years from retirement."

Seven persons indicated that they thought the proposal too complicated to be workable. One respondent points out that members of the staff might feel it expedient to maintain outside contacts in case the escape clause should be invoked at some future date, and thus never be relieved from the sense of needing to do a certain amount of hack work:

"It would be dangerous. After a man has been encouraged to allow earnings from outside work to diminish or disappear, he is not in a good position to make new contacts—especially in a time of depression, when the University might be most apt to demand that he support himself."

Other unfavorable comments were also directed toward the principle (as the writers understood it).

"This relieves the University of the obligation to pay salaries which will maintain its leadership in education and research. It involves a principle 'cost of living' impossible to determine equitably. And it obliges the faculty to undertake any form of outside activity, without regard to its social or professional value."

"This would give the University an 'out' with respect to the principle of living cost as a basis of remuneration."

"Would mean abrogation of the idea of LE. The University should not have LE if it cannot afford it."

"This would favor only certain faculty members whose work has a commercial value outside of the campus. It would not help others who cannot pick up outside work so easily."

"It is too controlling of the personal affairs of the individual, conducive to a paternalistic relationship. It also fixes the salary according to an established level outside of the individual's influence, allowing no room for incentive nor opportunity to improve his financial situation."

"The cost of living principle is too paternalistic; who is to say how much a person needs? The point is, he should have a feeling of abundance, over and beyond his needs."

"This would depend on the kind of living the cost of living index refers to. I can't imagine an administrator believing that I ought to live as comfortably or freely as I desire to live. Living of any sort is a dreadful problem in South Chicago."

"This is difficult to score--who can bring any of our salaries up to the right relation with the cost of living?"

The distribution of opinion on all six proposals is summarized in Table 28.

Table 28

OPINION OF SIX PROPOSED MODIFICATIONS OF THE FULL-TIME CONTRACT*

Proposed Modification	Total with Opinion (N=238) (%)	Opinion		
		Approve (%)	Worth Considering (%)	Disapprove (%)
Higher annual exemption	93	46	26	21
Exemption of recurring fees	92	45	22	25
Exemption of royalties	93	36	34	23
More explicit contract	93	32	27	34
Cost of living adjustment	94	25	38	31
Graduated rate of payment of earnings	93	18	38	37

*Based on Columns 57-62. See the Appendix.

Approval of the Six Proposals According to the Respondent's Overall Recommendation on the Contract

Table 29 shows how opinion of the six proposals varies according to the respondent's overall recommendation with respect to the contract. The first column shows the opinions of the 49 faculty members who think the contract should be maintained "substantially as it is." Even in this group, roughly half the respondents are at least willing to consider each of the proposals. The second and third columns show the opinions of the 108 members of the staff who want either a modified but compulsory full-time contract, or an optional full-time contract. As might be expected, a large proportion of the support for the proposals comes from these two groups. The strongest opponents of the 4E contract, the 64 persons who would like to see it given up altogether, tend to have more definite opinions on these proposals, and to differentiate more between various kinds of proposals, than do other members of the faculty. This group tends to favor more generous exemptions--a higher annual exemption not limited to non-recurring fees, and also the exemption of royalties; but a considerable number of them disapprove of the other proposals. These other proposals--for a more explicit contract, a salary adjusted to the cost of living, and a graduated scale of payment of earnings, would not satisfy the opposition to the same extent that higher exemptions would.

Table 29

OPINION OF SIX PROPOSALS, BY THE RESPONDENT'S RECOMMENDATION
WITH RESPECT TO LE*

Proposal, and Opinion of It	Recommendation			
	Continue LE (N=49)(a) (No.)	Modify LE (N=49)(a) (No.)	Make It Optional (N=59)(a) (No.)	Give It Up (N=64)(a) (No.)
Higher annual exemption				
Approve	8	27	37	33
Worth considering	20	14	16	10
Disapprove	21	6	4	17
Exemption of recurring fees				
Approve	10	24	38	32
Worth considering	13	13	13	9
Disapprove	26	11	5	17
Exemption of royalties				
Approve	7	18	26	31
Worth considering	21	20	22	15
Disapprove	21	9	8	14
More explicit contract				
Approve	15	18	19	21
Worth considering	12	17	20	13
Disapprove	22	13	19	27
Cost of living adjustment				
Approve	8	17	22	11
Worth considering	21	23	22	19
Disapprove	20	9	13	30
Graduated rate of payment of earnings				
Approve	2	19	12	8
Worth considering	22	17	34	13
Disapprove	25	12	11	38

*Based on Columns 64 and 57-62. See the Appendix.

(a) The N in each column is the number of persons who made the indicated recommendation, whether or not they gave an opinion on the 6 proposals. Only persons who answered both questions are shown in the body of the table.

2. MISCELLANEOUS RECOMMENDATIONS MADE BY STAFF MEMBERS

A number of respondents offered suggestions, most of them modifications of the full-time principle; a few deal with general administrative matters, not directly related to the type of faculty contract. One member of the faculty suggests that the full-time service principle be extended:

"The principles of the 4E contract (with some modifications) might be applied to a 3Q contract when the employee was in residence. The employee would then have the option (1) of using his vacation quarter for research or other kinds of professional activity, the proceeds of which might be shared with the University and might procure for him advancement or some other form of recognition by the University, or (2) of using the vacation quarter for relaxation or for private study or for indulgence in his hobbies or for the special needs of himself and his family without detriment to his standing in the University. Under (2) he would expect no advance in rank or salary unless he could produce some tangible contribution of value to the University."

Three persons suggest that the full-time contract should apply only to staff members who are on permanent tenure:

"Would it be desirable to start the 4E contract and tenure simultaneously? A man who publishes a book can more reasonably be asked to turn over immediate royalties to the University if there is reason to believe that his relation to the University is more or less permanent."

"Why not defer 4E until one is on permanent tenure? Then make the salary increase sufficiently substantial to win acceptance from most of the faculty. It would be an added means to discriminate those who really want to become a part of a 'permanent' community of scholars from the ones who are looking for profits."

"I approve of the hE in principle but the problem is one of how to operate a salary scale based on justice in an economic system based on bargaining power. The plan as operated at present seeks to follow two irreconcilable principles. For one thing it is wholly unjustified to restrict in any way the total earning powers of faculty members not on permanent tenure. For another the college now talks of having expanded too rapidly and of having to restrict promotions severely. This would be an act of gross injustice to college faculty who have served faithfully and even brilliantly in developing the new program at the cost of their own professional development-- whose outside income has been held down by hE --who have resisted outside offers--who would now be ruthlessly dropped as part of a post-war contraction. A hE Asst. Professor on 3 year tenure earning \$4000 after 4 years of service is in effect on a lower salary level than a 3Q instructor just out of the graduate school, earning \$3000 without restriction on his outside activities. We need a competitive basic salary scale. hE could then be superimposed on it after tenure is granted."

Several persons recommend more liberal exemptions of one kind or another.

"I think fees from lectureships which are really prizes should not be returned to University, but should be regarded as unearned income to be used in furthering the professional status of the faculty member."

"In my opinion it would be wise for the University to encourage faculty members to address civic groups by allowing the faculty member to retain fees therefrom up to specified limit (even though they might be considered as recurring fees.) Such faculty appearances have a salutary effect on the citizenry."

"Modified hE would work. Most people would be pleased with hE if they could occasionally earn outside with the approval of the Dean, say, in some crisis."

"Faculty should be permitted to retain occasional windfalls of money limited to expenses plus about \$500 per year. The essential point is discourage deliberate enterprise to supplement salary income."

"The question here is: who should decide and in what proportion should monies be returned to the University? Presumably some decent categories could be worked out; however, some judgment ought to be reserved to the faculty member involved. It might be determined on a 'time' basis--allow each faculty member the equivalent of 6 weeks per year's time as an 'increment' of his own--or perhaps 8 weeks, including his 'vacation' of one month."

Several members of the staff say they would like to be able to accumulate longer periods free from teaching responsibility, or to earn sabbaticals.

One respondent thinks that the Annual Salary Plan at the Massachusetts Institute of Technology avoids the disadvantage of both types of contract in use at the University of Chicago. On this plan faculty members give, on the average, two and a half terms of service per year; that is, $7\frac{1}{2}$ weeks in the summer in addition to the academic year of approximately nine months. If they work in the Institute's Division of Industrial Cooperation on research sponsored by industry or government, the normal arrangement is that their departmental duties are correspondingly reduced, and no extra compensation paid. A normal load is considered to be five days a week; so a staff member has one day per week besides Sunday for his personal affairs or private consultative practice, etc. In a few exceptional cases, where the work of the Division of Industrial Cooperation requires a man's services for more than 5 days per week, he is compensated at a higher overtime rate.*

A number of members of the faculty stated that the University, if it claims earnings, has an obligation to pay certain professional expenses, which may be financed out of supplementary earnings on a traditional contract, but which are not directly attributable to income-producing activities. This point of view is illustrated by the two following comments:

*The plan was adopted in 1945, and has the following objectives: "To insure to each participating staff member a total annual income greater than the total that could be assured on the academic year basis; To avoid paying the staff 'by the inch' for extra duties, a procedure undignified and embarrassing to staff members and to the administration; to insure an equitable distribution of teaching duties among the staff." "Except in special circumstances all new appointments to the ranks of instructor and above are on an annual basis." Other members of the staff have had the opportunity to remain on an academic year basis or to accept additional salary and additional responsibilities under the Annual Salary Plan. This information is taken from three sources: Policies and Procedures: A Statement for the Information and Aid of Staff Members, M.I.T., Revised to November 1, 1947; a letter from Malcolm G. Kisbert, Assistant to the President, March 10, 1949; and a letter to members of the M.I.T. staff from the then President Compton, of April 24, 1945.

"...I should like to point out that, if the individual could spend income turned over to the University from outside professional activities, on furtherance of his own professional activities on a drawing account on the Comptroller, the atmosphere would be considerably more wholesome. Thus, if the University is to accept the 'profits' of such activities, it should be willing to plow these back into those activities in the form of paying dues to professional societies, subscriptions to scientific meetings, etc. Practically this would be relatively simple and not a source of expense to the University if the individual could draw only on the fund accruing from his own activities, minus a 'handling charge.' It should be self-evident that a very considerable degree of dissatisfaction results when the individual is subject to a substantial drain of such purely professional expenses, and at the same time sees excess earnings taken away from him. I should like to urge very serious consideration of this matter."

"If the 4E plan is to be retained, I suggest that a faculty member be allowed to use at least as much outside income as is needed to defray professional expenses--whether or not incurred in the same year in which earnings are received. (These amount, in my case, to over 5% of my income, and the University offers no contribution.) Examples are travel to national and international meetings; books, and office equipment either for use in a University office or at home where some men work and study best. Equipment might include, typewriters, calculators, dictation records, basic furniture, etc. At present I must restrict purchase of books I need and the preparation of drawings and slides, for scientific papers, because I cannot afford them. It is very wasteful of my time and energy to prepare those I must make myself."

Four persons suggested ways, not related to contracts, in which the University Administration might improve faculty morale:

"The University might encourage public relations for many of its members, and particularly work through alumni groups. If the University took the initiative in extending such contacts, the faculty members might have more significant contacts in many cases than the chance relation to an individual."

"One of the ways the Central Administration could act in broadening the freedom of activity of faculty members is to acquaint them with the provisions of the Fullbright Bill and other agencies that can be exploited for faculty study abroad at government expense, etc."

"It seems to me that University policy is notably inefficient in the use of its human faculty resources and should be altered in the following respects among others: a) Positive efforts should be made to keep faculty members and their families in good physical health; this would yield increased output of better work; periodic physical examinations and treatment when needed should be encouraged and facilitated. b) There should be a definite and known policy on salaries and promotions, so that each faculty member will know positively that his performance is reviewed at regular intervals, and so that he will know that, if promotion and salary advances lag, this means that his services are deemed unsatisfactory or inadequate, and not leave him in torturing doubts as to whether he is considered unsatisfactory, or is merely being forgotten due to lack of system, or due to his failure to protest, and as to what he ought to do about it. c) Faculty travel, both to professional meetings, and to visit colleagues in other institutions, also travel of cultural value, should be positively encouraged, with at least partial payment of expenses for travel to meetings and to visit colleagues. d) Faculty members should be encouraged to tell administration (if they wish) of their problems, including amount of time spent on low-grade domestic service. In these and other ways, mental health (morale) of faculty members would be kept at a higher level, and efficiency thereby improved. (Of course, the University should expect services commensurate in quality plus quantity to salary.)"

"...[The University] might endeavor to develop a cooperative purchasing service which would enable faculty members and their families to make savings-- perhaps of appreciable amounts. Even some local labor unions render this service to their members. I suspect that considerable savings could be made if the discounts available to the University thru its great purchasing facilities were passed on to the families of faculties in their purchases.

2) Another thought which I have is that the attraction of the University to the faculty and the families of the faculty could be increased by the development of a summer colony plan which would enable faculty families to have the opportunity of having summer vacations in desirable resort surroundings at low cost. Perhaps such a colony operated by the University for faculty families on a no cost basis might not, over time, require expenditures by the University, yet might contribute considerably to the satisfaction of families whose budgets do not allow for such summer vacations."

A P P E N D I X

SUPPLEMENTARY DATA

Relationship of Approval of LE to Approval of Other Administrative Policies

Some members of the faculty attribute part of the opposition to the LE contract to general dissatisfaction with the Administration rather than to the provisions of the contract itself. For instance:

"An issue like LE can serve as a focal point for the expression of discontents attributable to many other and different factors."

"My impression--drawn from the AAUP Chapter report--is that the whole issue is a 'tempest in a teapot.' Unfortunately our campus was for a time divided into anti and pro administration parties, the influence of which is still felt. For the 'antis' anything the Administration did or proposed was ipso facto bad. The major part of the opposition to the LE contract is, to my observation, nothing more than this irrational prejudice against the Administration."

In order to find out how closely approval of LE is associated with enthusiasm for the Administration on other grounds, a set of 9 questions on administrative policies unrelated to faculty contracts was included in the questionnaire.* Since the response rate might be reduced if persons thought the questions irrelevant, and since some members of the staff would undoubtedly guess the hypothesis in any case, the set of questions was introduced with an explanatory clause: "Since opinions on the LE contract cannot be entirely divorced from attitudes toward other aspects of the Central Administration..." In one case at least, a respondent who is critical both of the contract and the Administration answered this set of questions not without guile, that is, as if he were in sympathy with every administrative policy except the contract. The motive apparently was to make it less likely that the hypothesis would be confirmed, and hence less likely that the opposition to the contract would be "discounted". But doubtless such calculated answers were few and any limitation of the data on this account of negligible proportions. Two comments illustrate the fact that some of the criticism of the contract comes from persons who are enthusiastic about the Administration in other respects. For instance:

* They cover academic freedom, the distribution of research funds, faculty participation in educational and administrative policy making, the promotion policy, opportunities to communicate with the Administration, the Chicago College Plan, the proposed reduction in the amount of formal lecturing, and the Great Books Program. See page 13 of the questionnaire in the Appendix.

"I am one of the many members of this faculty who place great confidence in the University administration, who feel for it, in fact, genuine admiration and pride. The one jarring note in the entire affair seems to me to be this odd fiscal arrangement, by which, in effect, the administration withholds from me the confidence which I place in them."

In another case, a member of the faculty who is critical of the contract when asked in an interview how he felt about the Central Administration, said:

"I have a great deal of respect for Mr. Hutchins. I have not the slightest doubt that he is the ablest college president in the game and has been for a number of years. I do not mean by that that I agree with everything he does or proposes."

The data in Table 30 show a rather marked relationship between approval of the contract and sympathy with the other policies of the Central Administration.

Table 30

APPROVAL OF THE CONTRACT, BY NUMBER OF OTHER ADMINISTRATIVE POLICIES CRITICIZED*

Approval of LE	Number of Policies Criticized		
	None (No.)	One or Two (No.)	Three or More (No.)
Total	68	85	75
Strongly approve	6	6	2
Approve with reservations	34	43	19
Neutral	7	5	7
Disapprove with reservations	15	15	20
Strongly disapprove	6	16	27

*Based on Columns 63 and 66 to 69.

Opinion Differences Among Various Segments of the Faculty

Table 31 shows that the proportion of the faculty approving of the LE contract is relatively low in the Divisions of Humanities and Social Science; and among the full professors; and relatively high among those with less than 10 years of professional experience; and who have been at the University less than 5 years; and who had small outside earnings in 1948.

Table 31

PERCENTAGE APPROVING OF THE LE CONTRACT FOR VARIOUS SECTIONS OF THE FACULTY**

Section of the Faculty	Total Number	Percent Approving (a)
Division		
Natural Sciences	86	48
Humanities and Social Science	70	40
Others (College & Prof. schools) (b)	72	53
Academic Rank		
Assistant professor	70	51
Associate professor	68	50
Professor (full)	91	43
Length of Professional Experience		
Less than 10 years	55	64
10 to 19 years	77	48
20 years or more	93	40
Length of Time at the University		
Five years or less	89	56
More than 5 years	139	42
Net Outside Earnings in 1948		
Approximately \$250 or less	142	52
Approximately \$500 or more	77	43

**Based on Columns 63 and 71, 72, 74, 76 and 79.

(a) The base of the percentage is shown in the first column.

(b) Other than the Medical School.

Wives' Opinions of the LE Contract

Each married respondent was asked to indicate his wife's (or her husband's) opinion of the contract. The spouses are more critical of it than the respondents. In 34% of the cases, the wife (husband) is more critical, and in only 12% less critical.*

*In the remaining 54% of the cases, husband and wife agree. 186 married members of the faculty answered this question, Column 65.

A Note on the Questionnaire

All members of the sample were sent pages 1 to 4 and 9 to 15 of the questionnaire. Respondents on full-time appointment received four additional pages numbered 5E, 6E, 7E and 8E; respondents on the traditional type of contract received only two additional pages which are numbered 5Q and 6Q.

Survey No. S-95
February, 1949

THE NATIONAL OPINION RESEARCH CENTER
4901 Ellis Avenue,
Chicago 15, Ill.

QUESTIONNAIRE ON LE CONTRACTS
at the University of Chicago

To save you time in filling out this questionnaire, we have listed a number of possible answers to each question; so that, in general, you need only circle a code number to indicate your answer. You will find the code numbers immediately to the left of the answers, unless otherwise indicated. If none of the suggested answers is satisfactory to you, please either qualify the answer that comes closest to expressing your opinion, or else formulate your own answer. You can use the back of the page if necessary for extended comments. We want to know your opinion on any aspect of the problem that is important to you. We shall appreciate it, if you do not write in the left-hand margin, except to circle the appropriate code numbers.

Column

Code

WHAT IS YOUR STRONGEST SINGLE REASON, IF ANY, FOR DISLIKING THE LE CONTRACT? (If you have no strong reason to dislike it, circle 0 below, and skip the rest of this page. If you do have one or more strong reasons, indicate your strongest one, either by circling a code number, or by writing your reason in the space provided.)

6

- 0---No strong reason to dislike it
- 1---All right in principle but the university has failed to provide economic security
- 2---Object in principle to the limitation on earnings
- 3---Object to the implicit paternalism
- 4---The LE Contract reduces the incentives to professional effort.
- 5---It is a threat to the freedom of activity of individual members of the faculty.
- 6---It gives the Administration too much latitude in determining individual salaries.
- 7---It tends to make it difficult for faculty members on 3Q Contracts to get normal increases in salary.
- 8---It has an adverse effect on recruitment and retention of faculty members.
- Write your strongest reason here, if it is not listed: _____

WHAT IS YOUR NEXT STRONGEST REASON, IF ANY, FOR DISLIKING THE LE CONTRACT? (If you have no other strong reason, circle 0 below. If your next strongest reason is listed above, please underline it instead of circling the code. If it is not listed, write it below.)

7

- 0---No other strong reason to dislike it
- Write your next strongest reason here, if it is not listed:

Column Code

WHAT IS YOUR STRONGEST SINGLE REASON, IF ANY, FOR LIKING THE LE CONTRACT? (If you have no strong reason to like it, circle 0 below, and skip the rest of this page. If you do have one or more strong reasons, indicate your strongest one, either by circling a code number, or by writing your reason in the space provided.)

8

- 0---No strong reason to like it
- 1---Need more salary than 3Q Contracts provide
- 2---Like to be able to dismiss hack work
- 3---A satisfaction to know that my professional decisions are not influenced by financial considerations
- 4---LE Contracts encourage wise decisions on the use of time and energy.
- 5---In the long run, LE Contracts will attract an outstanding faculty.
- 6---Less red tape under LE to get released from teaching.
- 7---Faculty members under LE can be assigned to other places, in this country or abroad.

---Write your strongest reason here, if it is not listed.

WHAT IS YOUR NEXT STRONGEST REASON, IF ANY, FOR LIKING THE LE CONTRACT? (If you have no other strong reason, circle 0 below. If your second strongest reason is listed above, please underline it instead of circling the code. If not, write it below.)

9

- 0---No other strong reason to like it
- Write your second strongest reason here, if it is not listed:

Column Code
 WHAT IS YOUR IMPRESSION, OR OPINION, OF THE LE SALARY LEVEL
 AS A WHOLE?

- 10 X---Unable to form any impression
 1---Definitely satisfactory
 2---Reasonably satisfactory
 R---Definitely unsatisfactory

IF UNSATISFACTORY, WHY? (Circle more than one, if you wish)

- 3---Too low in comparison with other leading universities
 4---Too low in comparison with 3Q salaries here
 5---Too rigid to meet the rising cost of living
 ---If definitely unsatisfactory for some other reason, write the
 reason here: _____

DO YOU HAVE AN IMPRESSION THAT THE TRUSTEES HAVE BEEN ANY MORE
 WILLING TO GRANT COST OF LIVING RAISES BECAUSE OF THE LE CON-
 TRACT THAN THEY WOULD HAVE BEEN OTHERWISE?

- 11 1---Yes
 2---No
 X---No impression either way
 3---Type of contract is irrelevant

IN DETERMINING INDIVIDUAL SALARIES UNDER THE LE CONTRACT, DOES
 THE CENTRAL ADMINISTRATION, IN YOUR OPINION, GIVE EITHER TOO
 MUCH OR TOO LITTLE CONSIDERATION TO ANY OF THE FOLLOWING?
 (Here the code is at the right.)

		TOO MUCH	TOO LITTLE	ABOUT RIGHT	CAN'T SAY
12	Academic rank	1	2	3	X
13	Individual and family need.	1	2	3	X
14	"Market value" (Potential earn- ing power)	1	2	3	X
15	Bargaining ability.	1	2	3	X
16	Scholarly merit	1	2	3	X
	Other factors?(Specify) _____	1	2	3	X
	_____	1	2	3	X

Column Code

PLEASE INDICATE WHETHER YOU ARE INCLINED TO AGREE OR TO DIS-
AGREE IN PRINCIPLE WITH EACH OF THE FOLLOWING STATEMENTS:

In return for an adequate salary, a member of the faculty
should be expected to pay some portion of his outside pro-
fessional earnings to the University.

19 1---Agree in principle
 2---Disagree in principle

In return for an adequate salary, a member of the faculty
should be expected to pay some portion of any earnings he
derives from remunerative hobbies to the University.

20 1---Agree in principle
 2---Disagree in principle

APPROXIMATELY HOW MUCH TIME DID YOU GIVE IN 1948 TO PRO-
FESSIONAL ACTIVITIES OUTSIDE THE UNIVERSITY THAT PAID ANY-
THING OVER EXPENSES? (PLEASE ESTIMATE, AS WELL AS YOU CAN,
THE EQUIVALENT AMOUNT OF FULL TIME WORK, WHETHER OR NOT YOU
KEPT THE EARNINGS.)

22 0---Negligible amount of time (If so, skip to column 26)
 1---About the equivalent of 6 weeks of **full** time work

 2---About 1 quarter
 3---About 1½ quarters

 4---About 2 quarters (or half time)
 5---More than half time

 Y---If you changed from a 3Q or 4Q to a 4E Contract during 1948,
 or if you were not here throughout the year, circle **Y**, and
 skip to column 26.

OF THE TIME THAT YOU SPENT IN 1948 ON PROFESSIONAL ACTIVITIES
OUTSIDE THE UNIVERSITY THAT PAID ANYTHING OVER EXPENSES, WHAT
PROPORTION WOULD YOU CONSIDER VALUABLE IN THE FOLLOWING RE-
SPECTS:

	Valuable	ALL	MOST	ABOUT HALF	LESS THAN HALF
23	To your professional development?	1	2	3	4
24	To society?	1	2	3	4
25	To the University?	1	2	3	4

Column

INSOFAR AS YOU CAN JUDGE, DID YOU, AS A RESULT OF BEING ON 4E (OR 4S) IN 1948, SPEND EITHER MORE TIME OR LESS TIME THAN YOU WOULD HAVE SPENT UNDER A TRADITIONAL CONTRACT ON ANY OF THE FOLLOWING? (The code is at the right)

		MORE	LESS	SAME	CAN'T SAY
26	Textbook writing	1	2	3	X
27	Teaching	1	2	3	X
28	Dissemination of knowledge by other means	1	2	3	X
29	Scholarship	1	2	3	X
30	Pure research	1	2	3	X
31	Applied research	1	2	3	X
32	Consultation service to business	1	2	3	X
33	Other consultation work (government, etc.)	1	2	3	X
34	University administration Other professional work (specify) _____	1	2	3	X
	_____	1	2	3	X

36

PLEASE UNDERLINE THE AREA OR AREAS, IN THE ABOVE LIST IN WHICH YOU FEEL QUALIFIED TO MAKE YOUR GREATEST PROFESSIONAL CONTRIBUTION.

Column

Code

ON THE WHOLE, DO YOU THINK YOU HAVE MADE MORE VALUABLE OR LESS VALUABLE USE OF YOUR TIME AND ENERGY UNDER 4E (OR 4S) THAN YOU WOULD HAVE DONE UNDER A TRADITIONAL CONTRACT?

37

- 1---Much more valuable under 4E
- 2---Somewhat more valuable under 4E
- 3---The same on either type of contract
- 4---Somewhat less valuable under 4E
- 5---Much less valuable under 4E

Column

IF YOUR 1948 EARNINGS HAD BEEN LIMITED BY A LE CONTRACT, DO YOU THINK YOU WOULD HAVE SPENT EITHER MORE TIME OR LESS TIME ON ANY OF THE FOLLOWING: (The code here is at the right)

		MORE	LESS	SAME	CAN'T SAY
26	Textbook writing	1	2	3	X
27	Teaching	1	2	3	X
28	Dissemination of knowledge by other means	1	2	3	X
29	Scholarship	1	2	3	X
30	Pure research	1	2	3	X
31	Applied research	1	2	3	X
32	Consultation service to business	1	2	3	X
33	Other consultation work (government, etc.)	1	2	3	X
34	University administration	1	2	3	X
	Other professional work (specify) _____	1	2	3	X

36

PLEASE UNDERLINE THE AREA, OR AREAS, IN THE ABOVE LIST IN WHICH YOU FEEL QUALIFIED TO MAKE YOUR GREATEST PROFESSIONAL CONTRIBUTION.

Column

Code

HAS THE INFLATION FORCED YOU TO SPEND "APPRECIABLY" MORE TIME ON ANY OF THE FOLLOWING: ("APPRECIABLY" HERE MEANS THE EQUIVALENT OF A HALF DAY PER WEEK, OR 2 DAYS PER MONTH, OR 25 PER YEAR)

38

Non-professional work producing cash income (management of real property, investments, etc.)?
 a---Yes
 b---No

Non-professional work producing income in kind (upkeep of home, your own personal or domestic service, etc.)?
 c---Yes
 d---No

Remunerative professional work that you would prefer not to undertake?
 e---Yes
 f---No

Column Code

HAS THE INFLATION FORCED YOU TO SPEND "APPRECIABLY" MORE TIME ON EITHER OF THE FOLLOWING: ("APPRECIABLY" HERE MEANS THE EQUIVALENT OF A HALF DAY PER WEEK, OR 2 DAYS PER MONTH, OR 25 PER YEAR)

38

Non-professional work producing cash income (management of real property, investments, etc.)?

a---Yes

b---No

Non-professional work producing income in kind (upkeep of home, your own personal or domestic service, etc.)?

c---Yes

d---No

ON THE BASIS OF YOUR OWN EXPERIENCE, HOW DO YOU FEEL ABOUT THE ELIMINATION OF THE FINANCIAL INCENTIVE TO UNDERTAKE OUTSIDE ACTIVITIES? (CIRCLE MORE THAN ONE ANSWER IF YOU WISH)

39

0---Makes no difference to me

1---A temptation to neglect activities that are professionally stimulating

2---A temptation to neglect obligations to the public and to the public relations of the university

3---A mild relief from uncongenial drains on time and energy

4---A great relief from uncongenial drains on time and energy

5---A mild satisfaction to know that one's judgment is not influenced by financial interests

6---A great satisfaction to know that one's judgment is not influenced by financial interests

---Other comments? _____

IT HAS BEEN SAID THAT LE CONTRACTS TEND TO RAISE THE STANDARD OF PROFESSIONAL ETHICS, AND ALSO THAT THEY ENCOURAGE EVASION. IN YOUR OWN CASE, HAS THE LE (OR LS) CONTRACT ON THE WHOLE INCREASED OR DECREASED THE TEMPTATIONS TO LOWER ETHICAL STANDARDS?

40

1---Increased the temptations

2---Had no effect either way

3---Decreased the temptations

X---Can't say

Column

Code

APPROXIMATELY HOW MUCH OF AN INCREASE IN SALARY WOULD IT TAKE TO INDUCE YOU TO ACCEPT A LE CONTRACT?

45

Y---No increase at all

1---\$500

2---\$1000

3---\$1500

4---\$2000

5---\$2500

6---\$3000

7---\$4000

8---\$5000 or more

ARE YOU PERSONALLY EITHER MORE INTERESTED OR LESS INTERESTED IN OFFERS FROM OTHER INSTITUTIONS BECAUSE OF THE LE (OR LS) CONTRACT HERE?

47

1---Much more interested

2---Somewhat more interested

3---LE Contract makes no difference to me personally in this respect

4---Somewhat less interested

5---Much less interested

Comments? _____

Column Code
 HOW WELL SATISFIED HAVE YOU BEEN UNDER LE WITH YOUR OWN PROGRAM OF SERVICE TO THE UNIVERSITY (THAT IS, THE DUTIES YOU HAVE HAD)?

- 41 1---Well satisfied
 2---Satisfied with reservations

 3---Dissatisfied with reservations
 4---Much dissatisfied

SPECIFIC RESERVATIONS OR COMMENTS? _____

HAVE YOU FELT ANY PRESSURE FROM THE ADMINISTRATION TO INCREASE YOUR EARNINGS?

- 42 1---Not the slightest
 2---A little

 3---Considerable
 4---A lot

ON THE BASIS OF YOUR OWN EXPERIENCE, HOW DO YOU FEEL ABOUT THE UNIVERSITY'S POLICY OF REIMBURSING EXPENSES ATTRIBUTABLE TO OUTSIDE EARNINGS?

- 43 X---No experience
 1---Liberal

 2---Reasonable but not liberal
 3---Illiberal

 4---Unpredictable
 ---Other comments? _____

ColumnCode

APPROXIMATELY HOW MUCH OF AN INCREASE IN SALARY DID YOU GET WHEN YOU CHANGED FROM A 3Q TO A 4E CONTRACT, (IF YOU DID), ASIDE FROM ANY INCREASE YOU PROBABLY WOULD HAVE GOTTEN AT THAT TIME UNDER A TRADITIONAL CONTRACT?

44

X---Question not applicable; did not change from 3Q to 4E.
1---\$500

2---\$1000

3---\$1500

4---\$2000

5---\$2500

6---\$3000

7---\$4000

8---\$5000 or more

APPROXIMATELY HOW MUCH OF A REDUCTION IN SALARY WOULD YOU NOW BE WILLING TO ACCEPT IF IT WERE POSSIBLE TO TRANSFER TO A TRADITIONAL CONTRACT?

45

1---\$500

2---\$1000

3---\$1500

4---\$2000

5---\$2500

6---\$3000

7---\$4000

8---\$5000 or more

9---No desire to transfer to a traditional contract

0---Would prefer a traditional contract but would refuse any reduction whatsoever.

ARE YOU PERSONALLY EITHER MORE INTERESTED OR LESS INTERESTED IN OFFERS FROM OTHER INSTITUTIONS BECAUSE OF THE 4E (OR 4S) CONTRACT HERE?

47

1---Much more interested

2---Somewhat more interested

3---4E Contract makes no difference to me personally in this respect

4---Somewhat less interested

5---Much less interested

Column

Code

SOME PROBLEMS THAT HAVE BEEN ATTRIBUTED, IN PART, TO THE TRADITIONAL TYPE OF CONTRACT ARE LISTED BELOW. IF ALL CONTRACTS WERE STILL OF THE TRADITIONAL TYPE, WHICH OF THESE PROBLEMS, IF ANY, WOULD YOU EXPECT TO BE WIDESPREAD ENOUGH TO REQUIRE ACTION BY THE COUNCIL?

48 **Neglect of university work for remunerative outside activities**
 1---Probably would require action
 2---Probably would not
 X---Can't say

49 **The misuse of the university connection for personal profit**
 1---Probably would require action
 2---Probably would not
 X---Can't say

50 **The neglect of scientifically important problems in favor of those that promise outside remuneration**
 1---Probably would require action
 2---Probably would not
 X---Can't say

INSOFAR AS YOU HAVE BEEN ABLE TO OBSERVE, DO YOU THINK THAT ON THE WHOLE THE CONTRACTS HAVE HAD A GOOD OR A BAD EFFECT, IF ANY, ON THE FACULTY CONCERNED, WITH RESPECT TO THE FOLLOWING?

		GOOD	BAD	NEGLIGIBLE	CAN'T SAY
52	Freedom of activity	1	2	3	X
53	Faculty morale in general	1	2	3	X
54	Standards of professional ethics	1	2	3	X
55	Recruitment and retention of faculty	1	2	3	X

<u>Column</u>	<u>Code</u>
	THE FOLLOWING PROPOSALS AMONG OTHERS HAVE BEEN MADE, PUBLICLY OR PRIVATELY, BY VARIOUS MEMBERS OF THE FACULTY. PLEASE INDICATE, IN EACH CASE, WHETHER YOU APPROVE, OR DISAPPROVE, OR THINK IT WORTH SERIOUS CONSIDERATION:
	LE Contracts should explicitly state the faculty member's rights and duties.
57	1---Approve 2---Worth considering 3---Disapprove (not important, not practical, etc.)
	The present annual exemption of earnings up to \$250 should be raised.
58	1---Approve 2---Worth considering 3---Disapprove
	The exemption should <u>not</u> be limited to small, non-recurring fees.
59	1---Approve 2---Worth considering 3---Disapprove
	Royalties on books should be exempted from the provision for outside earnings.
60	1---Approve 2---Worth considering 3---Disapprove
	A graduated percentage of outside earnings should be paid to the University: a small percentage of small earnings, and a progressively larger proportion of larger earnings.
61	1---Approve 2---Worth considering 3---Disapprove
	The university should pay salaries commensurate with an appropriate cost of living index in so far as it could; with the provision that if it were unable to do so, a member of the faculty could keep any outside earnings up to the difference between the salary he actually received and the salary he was entitled to on the cost of living principle.
62	1---Approve 2---Worth considering 3---Disapprove

PLEASE STATE BELOW (1) ANY COMMENTS YOU WISH TO MAKE ON THE PROPOSALS ON THE PRECEDING PAGE OR (2) ANY OTHER SUGGESTIONS YOU HAVE FOR ENCOURAGING THE WISE USE OF FACULTY TIME AND ENERGY, WITH THE ARGUMENTS FOR THEM.

Column

Code

WHICH ONE OF THE FOLLOWING PHRASES BEST DESCRIBES YOUR OVER-ALL EVALUATION OF THE LE CONTRACT?

63

- 1---Strongly approve
- 2---Approve with reservations
- 3---Indifferent or neutral
- 4---Disapprove with reservations

5---Strongly disapprove
 YOUR RESERVATIONS, OR COMMENTS? _____

WOULD YOU PREFER TO HAVE THE LE CONTRACT CONTINUED, MODIFIED, OR ABANDONED?

64

- 1---Continued, substantially as at present
- 2---Substantially modified, but still compulsory in new appointments and promotions
- 3---Optional except in the professional schools
- 4---Optional for every member of the faculty
- 5---Given up, except in the professional schools
- 6---Given up altogether

COMMENTS OR QUALIFICATIONS? _____

HOW DOES YOUR WIFE (OR HUSBAND) FEEL ABOUT THE LE CONTRACTS?

65

- 1---Strongly approves
- 2---Approves with reservations
- 3---Indifferent or neutral
- 4---Question not applicable
- 5---Disapproves with reservations
- 6---Strongly disapproves

ColumnCode

SINCE OPINIONS ON THE LE CONTRACT CANNOT BE ENTIRELY DIVORCED FROM ATTITUDES TOWARD OTHER ASPECTS OF THE CENTRAL ADMINISTRATION, PLEASE INDICATE WHETHER YOU ARE SATISFIED OR DISSATISFIED WITH EACH OF THE FOLLOWING:

66

The policy of the Administration on academic freedom

- 1---Satisfied
2---Dissatisfied
X---No opinion

The distribution of the University's research funds among the members of the faculty

- 4---Satisfied
5---Dissatisfied
Y---No opinion

The extent to which the faculty controls educational policy

- 7---Satisfied
8---Dissatisfied
0---No opinion

The extent to which the faculty is consulted on administrative policy

67

- 1---Satisfied
2---Dissatisfied
X---No opinion

Administrative policy on promotions

- 4---Satisfied
5---Dissatisfied
Y---No opinion

The opportunities to communicate with the Central Administration that are available to individual members of the faculty

- 7---Satisfied
8---Dissatisfied
0---No opinion

ON THE WHOLE DO YOU APPROVE OR DISAPPROVE OF THE FOLLOWING?

69

The Chicago College Plan

- 1---Approve
2---Disapprove
3---Neutral
X---Can't say

The proposed reduction in the amount of formal lecturing

- 4---Approve
5---Disapprove
6---Neutral
Y---Can't say

The University's sponsorship of the Great Books Program

- 7---Approve
8---Disapprove
9---Neutral
0---Can't say

ColumnCode

THE FOLLOWING ITEMS OF INFORMATION ARE ESSENTIAL, EITHER TO AN ADEQUATE STATISTICAL ANALYSIS OF FACULTY OPINION, OR AS CHECKS ON THE REPRESENTATIVENESS OF THE SAMPLE.

- 71 YOUR DIVISION OR SCHOOL:
 1---Biological Science
 2---Physical Science
 3---Humanities
 4---Social Science
 5---College
 6---Law or Business
 7---Divinity or FTF
 8---SSA or GLS
- 72 YOUR RANK:
 1---Assistant professor
 2---Associate professor
 3---Professor (full)
- 73 YOUR CONTRACT:
 1---4E by application
 2---4E or 4S, without choice
 3---3Q or 4Q because you never applied for 4E
 4---3Q or 4Q because application was not granted
- 74 NUMBER OF YEARS OF PROFESSIONAL EXPERIENCE (EXCLUDE PART TIME WORK):
 1---Under five years
 2---Five to nine years
 3---Ten to nineteen years
 4---Twenty to twenty four years
 5---Twenty five or more
- 76 NUMBER OF YEARS AT THE UNIVERSITY OF CHICAGO
 1---Less than a year
 2---One to five years
 3---More than five years

ColumnCode

NUMBER OF PERSONS DEPENDENT ON YOUR EARNINGS. (IN CASE OF
PARTIAL SUPPORT, PLEASE ESTIMATE)

- 77 0---None (private income)
 1---Self only

 2---Two persons
 3---Three persons

 4---Four persons
 5---Five or more

YOUR UNIVERSITY SALARY BRACKET

- 78 3---Under \$3500
 4---\$3500 - \$4499

 5---\$4500 - \$5499
 6---\$5500 - \$6499

 7---\$6500 - \$7499
 8---\$7500 - \$8499

 9---\$8500 - \$9499
 Y---\$9500 or more

YOUR APPROXIMATE NET OUTSIDE EARNINGS IN 1948 (WHETHER OR
NOT YOU KEPT THEM)

- 79 0---Under \$100
 Y---\$100 to \$250

 1---\$500
 2---\$1000

 3---\$1500
 4---\$2000

 5---\$2500
 6---\$3000

 7---\$4000
 8---\$5000 or more

Please state, on the back of this page, anything that you want
to add, or to emphasize, on any aspect of the problem. Don't
forget to sign and mail the postcard; so that we do not bother
you with further requests for cooperation.

We appreciate your cooperation,

Clyde W. Hart
Director

National Opinion Research Center