Copyright, Academic Freedom, and Moral Hazard

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Philip B. Stark
31 January 2020

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6. Assessment.
UC Presidential Open Access Policy

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Student evaluations of teaching (mostly) do not measure teaching effectiveness

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Abstract
Academic Freedom

The University of California is committed to upholding and preserving principles of academic freedom. These principles reflect the University’s fundamental mission, which is to discover knowledge and to disseminate it to its students and to society at large. The principles of academic freedom protect freedom of inquiry and research, freedom of teaching, and freedom of expression and publication. These freedoms enable the University to advance knowledge and to transmit it effectively to its students and to the public. The University also seeks to foster in its students a mature independence of mind, and this purpose cannot be achieved unless students and faculty are free within the classroom to express the widest range of viewpoints in accord with the standards of scholarly inquiry and professional ethics. The exercise of academic freedom entails correlative duties of professional care when teaching, conducting research, or otherwise acting as a member of the faculty. These duties are set forth in the Faculty Code of Conduct (APM - 015).

Academic freedom requires that teaching and scholarship be assessed by reference to the professional standards that sustain the University’s pursuit and achievement of knowledge. The substance and nature of these standards properly lie within the expertise and authority of the faculty as a body. The competence of the faculty to apply these standards of assessment is recognized in the Standing Orders of The Regents, which establish a system of shared governance between the Administration and the Academic Senate. Academic freedom requires that the Academic Senate be given primary responsibility for applying academic standards, subject to appropriate review by the Administration, and that the Academic Senate exercise its responsibility in full compliance with applicable standards of professional care.*
True academic freedom

Work on what you find interesting and important and disseminate the results, without concern for:

- whether a funding agency wants to pay you to study it
- whether a prestigious journal will publish it
- whether it will affect your salary, rank, tenure, awards, etc.
Why publish?

- To disseminate knowledge and allow others to build on your work
- To be read and known
- To be promoted/rewarded
Peer review

- Sometimes useful
- Can be abused to control resources and disciplines, advance agendas, etc.
- Hard to do well in many fields, especially as “papers” rely on software, data, etc.
- Subject to gender biases, etc.
Prestigious scientific journals... 

- Don’t let you *submit* enough information for referees to check your work
  - can’t really be gatekeepers of quality or correctness
- Don’t let you *publish* enough information for others to check or use your work
  - don’t really disseminate knowledge
- Are expensive to libraries and readers
  - limit access by the public, small businesses, unaffiliated scholars, scholars in less affluent places
- Are rent-seekers
  - take IP from the commons, funded by society, refereed by volunteers, printed using public funds, and rent it back
Aligning social good with personal incentives

- Might not be entirely possible
- Why are you in academia?
- Do good because it’s the right thing to do, not because you will be rewarded
- Hiring, merits, promotion: look at the *work*, not the journal masthead
- “Professionalization” and “scientific management” of science harms science and society
  - “When a measure becomes a target, it ceases to be a useful measure.” —Dame Marilyn Strathern
- Not everything can be quantified to advantage
Assign a meaningless number, then conclude that because it’s quantitative, it means something.
Assign a meaningless number, then conclude that because it’s quantitative, it means something.

We convince ourselves we can make fine distinctions because we can perform precise calculations with meaningless numbers (SET, citation counts, impact factors, . . .)