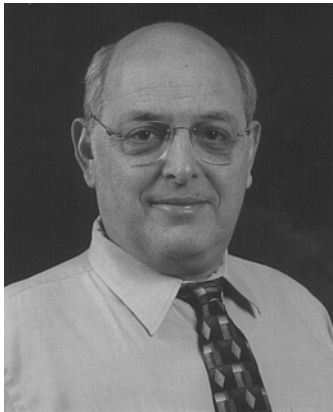


AAUP Affiliation

The Executive Board of the San Diego Faculty Association (SDFA) wishes to announce that our Association has entered into a five-year affiliation agreement with the 45,000-strong American Association of University Professors (AAUP). This affiliation establishes joint memberships under a single dues structure, effective October 1st, 2002. Membership is open to all members of the UCSD academic senate. (Those who do not fit this criterion are still eligible for AAUP membership and should contact the AAUP's West Coast Office for additional information.)



David Braff, Chair
SDFA/AAUP

Becoming a part of the AAUP provides us with added leverage in dealing with the UC administration. Of particular concern are such issues as: conflict of commitment policies, undue impositions on faculty members engaged in outside activities, "the Uniplan," intellectual property rights, the potential impact of enrollment growth on fac-

ulty workload, salary stagnation, and adverse changes to employee benefit plans. In addition to making us stronger, this affiliation demonstrates our commitment to the fundamental principles that the AAUP promotes: academic freedom, faculty governance, and due process. At the state level, we are now a part

Cont. page 8

What the Open Enrollment Materials Didn't Tell You

Bob Meister, President
Council of UC Faculty Associations

UC's Open Enrollment materials did not provide all of the information necessary to compare and evaluate the plans. The materials stress only the percentage of allowable costs that will be paid without informing you of two other factors in your choice of plan: how much you can be billed, and how much of your bill may be disallowed before the benefit is calculated. You should be aware of the following additional concerns.

Healthcare providers need not charge all patients the same amounts for the same services.

If you choose to self-refer under any of the new Blue Cross plans, your bills are likely to be significantly higher from providers outside the Blue Cross Preferred Provider network. This fact is not di-

Contents

AAUP Affiliation	1
Open Enrollment Materials	1
Health Insurance	2
Family and Medical Leave Act	2
Liability Insurance	4
Membership Form	5
Legislative Monitoring, CA	6
Member Benefits	6
Mark Smith	6
Academic Freedom post 9-11	7
A.F. Committee post 9-11	8
AAUP Censure	9
Santa Cruz and OP	9
Contact Info	9
About the AAUP	10
AAUP Redbook	10
Personnel	10

rectly mentioned in UC's general description of "out-of-network" benefits under Blue Cross Plus. It is implicitly assumed in the description of Blue Cross PPO, which is structured around the distinction between self-referring within the network and self-referring outside. Even here, however, the fact that your bills are likely to be higher is obscured by the fact that Blue Cross also pays a lower percentage of the bill costs from non-PPO providers.

Insurance companies need not calculate your benefit on the basis of your actual bill; they can, instead, base their calculations on the lower amount that providers under contract have agreed to accept for a similar service.

The insurer's term of art here is "customary & reasonable charge." Based on the ordinary meaning of these words, you might think that your entire healthcare bill is covered if it is consistent with the aver-

Cont. page 3

Sweeping Changes for Faculty Health Insurance

Bob Meister, President
Council of UC Faculty Associations

Anticipating significant changes to faculty health insurance plans, CUCFA established a task force last year to enter into ongoing consultation with the UC Office of the President (OP). Our original intent had been to advise OP on faculty concerns about plan design and monitor the terms that OP was negotiating with the providers. Task force members were selected for their expertise, and we were particularly fortunate to have Richard Scheffler, who holds the chair in Healthcare Markets and Consumer Welfare at UC Berkeley, and Warren Gold, professor of pulmonary medicine at UC San Francisco, participate.

The task force met with OP officials at length three times between February and August. We were given information in advance about the Request for Proposals (RFP) and the history of employee and employer contributions for each existing plan. At the outset, we stated our desire to influence the choice UC made among bidders based on plan quality, plan design, and the adequacy of provider networks. We had the opportunity to express our criticism of existing providers, and our principal concerns for the future, but OP renegeed on its promise to provide us with information and analysis about the competing bids while the selection process was underway. Nevertheless, CUCFA had some influence on the criteria used on the eventual choice, and is now in a position to provide an independent and critical perspective on the is-

ssues that OP addressed--and should have addressed--in the bidding process.

The following summarizes some of the main points that emerged from CUCFA's discussions with OP since February.

UC Contribution. Although health care costs have increased in the past few years, do not assume that OP's present policy is a simple pass-through. During the 1990s (as part of the shift to managed care), health costs decreased significantly. Instead of passing through these decreases in the form of lower employee premiums or better benefits, OP dramatically reduced its employer contribution, allowing plans to deteriorate and employee costs to rise. In 1992, for example, OP contributed \$208 for one-party insurance, and \$505 for families. By 1999 (in unadjusted dollars), these amounts had fallen to \$146 and \$405, while employee copays and coinsurance rose. This year, the employer contribution will be back to approximately its 1993 level, without adjusting for inflation. Despite anticipated increases in insurance bids of 16-25%, OP's budget re-

quest to cover this increase was in the range of 6-9%, and it did not seriously bargain for more than the 6.7% increase for health care funding that it eventually got.

UC Care. UC Care is dead, the victim of adverse selection compounded by rising healthcare costs. OP (perhaps rightly) sought to reduce the effects of adverse selection in future years by requiring bidders to pool risks more broadly across employee groups. As I understand it, this meant that the bidder for UC Care's successor would also bid on an HMO (managed care), PPO (Preferred Provider Organization), and a major medical (catastrophic coverage) contract. It also meant that the three-tier POS (Point of Service) option that was customized for UC Care would be standardized as a two-tier option.

Provider Choice. During our meetings with OP, the CUCFA task force relayed faculty concerns about the quality of Aetna's provider network for UC Care. OP was not surprised by these complaints, and emphasized that Aetna's relation with UC

Cont. page 6

Family and Medical Leave Guidebook

The American Association of University Professors is pleased to offer *The Family and Medical Leave Act: Questions and Answers for Faculty*. The guidebook is a resource for those who want to understand how the Family and Medical Leave Act of 1993 (FMLA) applies to the academic workplace. The FMLA entitles many faculty to twelve weeks of job-protected unpaid leave each year to take care of a serious health condition or a family obligation such as the birth of a child; the arrival of an adoptive or foster child; or the serious health condition of a spouse, child, or parent.

The user-friendly guide is based on questions received from faculty members, administrators, and lawyers about the application of the FMLA to faculty members at colleges and universities.

The price of the guide is \$8 for AAUP members; \$12 for nonmembers. Shipping and handling are additional. For more information about this and other AAUP publications, including complete ordering information, visit <www.aaup.org> and click on "AAUP Store," or call 202-737-5900.

age charge in your community for a non-HMO patient. In practice, the concept of “customary & reasonable charge” leaves the insurer considerable latitude about how much of your bill will count in calculating your benefit. Under UC Care, for example, Tier II and III reimbursements have been based on what Aetna pays its high volume providers, and only this has been counted as “customary & reasonable.”

The Council of UC Faculty Associations has repeatedly objected to this practice (known as “balance billing”), and has asked that its existence be fully disclosed in the Open Enrollment materials about UC Care and its successors. UC’s response is that Blue Cross (unlike Aetna) does not engage “balance billing” within its national network of providers, and that the problem is now avoidable. This feature of the Blue Cross plans is relegated to footnotes, and is there described in boilerplate language about “customary & reasonable charges” that is far from self-explanatory. If employees do not know about “balance billing,” they will not be able to avoid it or to complain if it is imposed on them in error.

You can’t easily compare Blue Cross Plus and Blue Cross PPO based on the information provided in the Open Enrollment materials.

The descriptions of the two plans use similar distinctions in different ways. In Blue Cross Plus, “in-network” refers to the HMO element of the plans, and “out-of-network” to the self-referral element. Blue Cross PPO, in contrast, is structured around the distinction between self-referral within the PPO (“in-network”) and self-referral outside the PPO (“out-of-network”). Despite this confusing terminology, the

Open Enrollment materials imply that the two plans are directly comparable: i.e., that Blue Cross Plus pays 70% of your costs “out-of-network” (whether you use the PPO or not), and that the higher premium Blue Cross PPO pays 80% of your costs “in-network” (within the PPO) but only 60% “out-of-network.”

Should you compare the 70% benefit under the Blue Cross Plus with the 80% or the 60% benefit under Blue Cross PPO? The answer depends on whether you are subject to “balance billing” and on how Blue Cross actually does it. The relevant facts would include (a) how much less Blue Cross pays its local PPO than they would otherwise charge; and (b) how much less Blue Cross would reimburse under its local HMO than under its PPO contracts. Either minimum—or something in between—could be used as the “customary & reasonable” charge, but insurers tend to regard such information as proprietary. (Access to it would also tell you how much incentive local providers have to pull out of their Blue Cross contracts. If that happens, Blue Cross would apply the discounts previously absorbed by providers to your bill before calculating your coverage.)

There is no such thing as a true “stop-loss.”

As in previous years, the Open enrollment materials refer to an “out-of-pocket maximum.” This is a misleading description of how the two Blue Cross plans would work. The “Out-of-Pocket Maximum” described by UC is merely the dollar amount (for individuals and families) above which Blue Cross Plus, Blue Cross PPO, and Core (the “catastrophic coverage” plan) would reimburse at 100%. This 100% reimbursement is not, however, based on your out-of-pocket

cost, but rather on the “customary & reasonable” cost described above. Thus, if you self-refer outside the Blue Cross PPO network, you may never stop paying out-of-pocket, no matter how much you have already paid in medical expenses during the year. You may also have to spend much more than the amounts stated in the Open Enrollment material to reach your deductible (the point at which the 60% or 70% benefit would begin) and your stop-loss (the point at which the 100% benefit begins.) The amounts applied in calculating these thresholds are, once again, the “customary & reasonable charges” allowed by Blue Cross, which can be considerably lower than your actual bill.

In sum, the new Blue Cross plans are directly comparable to each other (and to the HMOs) only if you stay within the Blue Cross networks. Outside of this network you will face the uncertainty of “balance billing” (which already exists under both Tier II and Tier III of Aetna’s UC Care.) You should, thus, give careful consideration to the breadth and stability of the Blue Cross PPO network.

In her cover letter to this year’s Open Enrollment package, Judith Boyette (UC Associate Vice President for Human Resources and Benefits) promises “to work together with unions” and with faculty experts “to develop creative solutions” to rising healthcare costs. CUCFA is already engaged in this process with AVP Boyette and other UC officials. Last year, we stressed the issues of “balance billing” and the adequacy of provider networks. In the next round of discussions, we hope to address wider issues, including higher UC contributions and better approaches to risk-pooling.

In response to questions about Benefits and Affinity programs available to our members through the national AAUP, we plan to feature a specific program in each issue of our newsletter. These are litigious times, and so liability insurance seemed like a good place to start.

AAUP Professional Liability Insurance Plan

This claims-made insurance plan has been designed to meet the specific needs of our membership. It will protect you from the high cost of defense and potential loss if a claim is made against you arising out of your professional activities.

Either a \$500,000 or \$1,000,000 (combined single) limit of liability is available. Defense costs are included within the policy limits. Coverage applies even if the lawsuit is found groundless in court. Premium costs are \$75/year for \$500,000 coverage, and \$125/year for the \$1,000,000 plan.

Questions and Answers

Please note: If there is a conflict between the policy language and any information in the following Q&A, the policy language shall control. Therefore, we advise you to read the policy carefully.

When does my protection begin?

The first day of the month following receipt and approval of your application and premium. Any liability claim for actions prior to your effective date is not covered.

Coverage Continuity

Coverage will continue as long as:

1. You remain a member in good standing of the AAUP (including retirees);
2. You continue to pay your premiums as they come due;
3. A renewal application is completed and approved each year;
4. The Group Policy remains in force; and
5. You continue to meet underwriting eligibility requirements.

Is there a deductible?

No! You pay no deductibles with the AAUP-sponsored plan.

Does the Plan pay legal expenses?

Yes. The plan pays for the defense of suits brought against you (valid or groundless), regardless of the outcome. Defense costs are included within the coverage limits. Defense costs include (subject to policy exclusions):

- a) Up to \$250 per day for defendant's loss of earnings. . . up to \$5,000 per trial.
- b) Attorney's fees and investigation expenses.
- c) Premiums on appeal bonds.

What unique benefits are covered with the AAUP plan?

AAUP provides defense for sexual misconduct suits and offers \$10,000 coverage for assault and battery claims.

Does the Plan include protection against liability for libel, slander or defamation of character?

Yes! These actions are covered in the context of personal injury described in the policy.

If I choose to bring a liability suit against an educational institution or colleague, will this plan pay my legal fees?

No. This plan will only protect you as a **defendant**--not as a plaintiff--in a liability suit.

As a plan participant, am I covered for actions arising from decisions made as a member of a tenure evaluation body?

Yes. You are covered for claims brought against you as a faculty member dealing with salary, promo-

Features of the AAUP Professional Liability Insurance Plan

Coverage includes, but is not limited to, actions in connection with:

- **Dismissal, suspension, disciplinary sanction or layoff of a tenured or non-tenured faculty member prior to the expiration of a term appointment.**
- **The non-reappointment of a probationary faculty member.**
- **The evaluation of students.**
- **Judgements relating to the salary, promotion, rank, leaves of absence, work assignments, resignations or other professional rights, duties and responsibilities of colleagues.**
- **The publishing of research papers or similar materials, provided your compensation is under \$3,000.**
- **ERP option**

In the case of cancellation or non-renewal for any reason other than non-payment of premiums, you can purchase an Extended Reporting Period (ERP) option for up to three years. If you terminate or non-renew your coverage due to retirement, you have the option to purchase an unlimited ERP, subject to the terms and conditions of the policy. Please see the policy for complete details.

tion, resignation, and other professional matters.

Does this plan contain the customary exclusions?

Yes. This plan does not insure you for dishonest, fraudulent, criminal or malicious acts or omissions; for any claims related to bodily injury, sickness, disease, or death; for liability associated with Workers Compensation Law; for injury to or destruction of property; or for claims based on or arising from collective bargaining union activities by the insured.

This plan also excludes claims for services by the insured as a psychologist, guidance counselor, nurse, or any other profession not defined in the policy form ("professional services"). Deans or other purely administrative personnel are not eligible for coverage.

For information, or an application packet, call (800) 686-1172

San Diego Faculty Association

Membership Application

I wish to join the UCSD Faculty Association. I agree to pay the following monthly dues (check one) by payroll deduction and to sign Form U669 below.

- _____ \$11/month for Assistant Professors
- _____ \$15/month for Associate Professors and Lecturers with SOE
- _____ \$19/month for Full Professors

Please send completed form to:
SDF/AAUP
Attn.: Prof. D. Braff
Dept. of Psychiatry 0804
9500 Gilman Dr.
La Jolla, CA 92093-0804

Emeriti professors may join by sending a check for \$72 (annual dues) along with their name and contact information to the address above.



**EMPLOYEE ORGANIZATION MEMBERSHIP
 PAYROLL DEDUCTION AUTHORIZATION
 UPAY 669 (r7/90)**

Please Print or Type

Campus UCSD	LOC	Employee I.D.	Date	
Action on this Form to become effective the pay period beginning:			Date	
Monthly Deduction				
Last Name	First	Middle Initial	Enroll	Cancel
Department Employed at UC			Dues	X
Title at UC			Initiation Fee	None
Organization Name (include local name & number) San Diego Faculty Association			General Assessment	None
			Total	

I authorize The Regents of the University of California to withhold monthly or cease withholding from my earnings as an employee, membership dues, initiation fees and general assessments as indicated above.

I understand and agree to the arrangement whereby one total monthly deduction will be made by the University based upon the current rate of dues, initiation fees, and general assessments. **I ALSO UNDERSTAND THAT CHANGES IN THE RATE OF DUES, INITIATION FEES AND GENERAL ASSESSMENTS MAY BE MADE AFTER NOTICE TO THAT EFFECT IS GIVEN TO THE UNIVERSITY BY THE ORGANIZATION TO WHICH SUCH AUTHORIZED DEDUCTIONS ARE ASSIGNED AND I HEREBY EXPRESSLY AGREE THAT PURSUANT TO SUCH NOTICE THE UNIVERSITY MAY WITHHOLD FROM MY EARNINGS AMOUNTS EITHER GREATER THAN OR LESS THAN THOSE SHOWN ABOVE WITHOUT OBLIGATION TO INFORM ME BEFORE DOING SO OR TO SEEK ADDITIONAL AUTHORIZATION FROM ME FOR SUCH WITHHOLDINGS.**

The University will remit the amount deducted to the official designated by the organization.
 This authorization shall remain in effect until revoked by me - allowing up to 30 days time to change the payroll records in order to make effective this assignment or revocation thereof - or until another employee organization becomes my exclusive representative.
 It is understood that this authorization shall become void in the event the employee organization's eligibility for payroll deduction terminates for any reason. Upon termination of my employment with the University, this authorization will no longer be in effect.
 This authorization does not include dues, initiation fees and general assessments to cover any time prior to the payroll period in which the initial deduction is made. Payroll deductions, including those legally required and those authorized by an employee are assigned priorities. In the event there are insufficient earnings to cover all required and authorized deductions, it is understood that deductions will be taken in the order assigned by the University and no adjustment will be made in a subsequent pay period for membership dues, initiation fees and general assessments.

Employee Signature	Date
---------------------------	-------------

FOR UNIVERSITY USE ONLY

Tran Code	Employee ID No.	Date	Element No.	Bal CD	Amount
1	2 4 12	13 18 19 22 23 24	3		
		MO DY YR			
X1			6	G	
X1			6	G	
X1			6	G	

was the result of its purchase of Prudential. The solution, from OP's perspective, was to increase the number of bidders. Previously, it was said, there had been too few bidders because the requirements of UC Care were too specific. OP hoped that the new structure would elicit a greater number of bids from insurers with better provider networks. This hope was largely realized. The result is that Aetna has been replaced by Blue Cross, and the new POS plan will be called Blue Cross Plus.

CUCFA Issues. CUCFA's discussions with OP focused on two issues of plan quality.

1) **Accessibility.** We were concerned specifically that faculty on campuses without hospitals should not have to choose between having primary care physicians who are local and the opportunity to get secondary care at a major medical center. We were also concerned that faculty on campuses with teaching hospitals would have to continue to access those hospitals as providers. OP argues that the replacement of Aetna by Blue Cross has improved accessibility to major medical centers for faculty on all campuses. We cannot presently confirm that this is true systemwide.

AAUP Member Benefits

The following programs are available at special rates to AAUP members.

Professional Liability Insurance
Customized Major Medical
Catastrophic Medical Insurance
Auto and Home Insurance
Group Term Life Insurance
Medicare Supplement
Accident Insurance
Group Disability Income Insurance
Group Hospital Indemnity Insurance
No-annual-fee platinum credit card

State Legislative Monitoring Service

In July 2002, the AAUP's Government Relations Office contracted with a Legislative Information Service (STATE NET) for online legislative reporting that will provide us with daily information and updates on bills relating to higher education in all 50 states. Specific issues that will be tracked include:

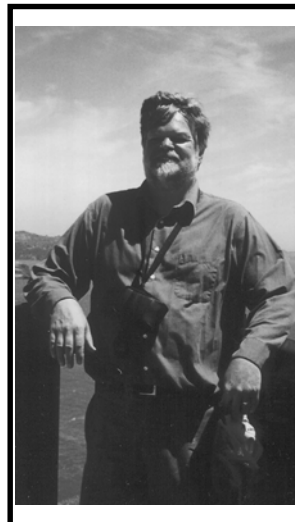
- * **Postsecondary Education**
- * **Universities and Colleges**
- * **Teacher Evaluation, Merit Pay, and Career Ladders**
- * **State Education Agencies**

For each of these issues the new service will provide AAUP's Government Relations Office access to Legislative Status Reports and Bill Texts. We will also receive Legislative Session Calendars, and state Legislative Directories. This service should help the national office work more effectively with the AAUP's California Conferences and UC chapters in responding to issues as they arise in Sacramento.

2) **"Balance billing."** A brief explanation is in order. Faculty choosing UC Care based on the Open Enrollment literature provided might have reasonably believed that they would be reimbursed for 80% of their Tier 2 bills, and 60% of their Tier 3 bills, that the entire amount of their actual bill would count toward their deductible, and that all of their out-of-pocket expenses would count toward their stop-loss insurance. These beliefs would be false. Under UC care, the insurer counts only the amount it would have paid to its lowest cost HMO contractor as "reasonable and customary" expense, and reimburses only 60% or 80% of this deeply discounted amount. Moreover, it is this amount (and not the actual bill) that counts toward both the deductible and the stop-loss, despite the fact that the providers operating outside of their HMO contracts customarily charge far more than they would to HMO patients. Thus, if a faculty member self-refers, e.g. to Sloan-Kettering, the reimbursement would likely be far less than 60% of the actual bill, and if the actual bills continued to exceed HMO rates there might be no point at which insurance picks up 100% of the out-of-pocket costs. (In this sense, "catastrophic coverage" does not exist outside the HMO context.)

CUCFA argued strongly that the practice of "balance billing" should be curtailed, and that to the extent that it is not, employees need to be informed of the practice during Open Enrollment.

The choice of Blue Cross should significantly reduce the problem of "balance billing" because no provider with a Blue Cross contract is allowed to charge more than the PPO rate to anyone insured with Blue Cross, even when they are out-of-area under an HMO or POS plan. To enforce this limitation, however, insured employees need to be informed of it, and of their vulnerability to "balance billing" in the event that they do not choose a provider under Blue Cross contract.



Director of Government Relations, Mark F. Smith, coordinates the AAUP's legislative program and assists with lobbying in the states. He also develops AAUP policies on distance education and intellectual property. A graduate of the University of Wisconsin-Madison, Smith is pursuing a graduate degree in Government at Johns Hopkins University and has extensive political experience at both the state and national level.

Academic Freedom in a World of Moral Crises

Mary Burgan, General Secretary, AAUP

Earlier this fall, members of the Appropriations Committee of the North Carolina House of Representatives voted to use the power of the state budget to block the assignment of a



book to all freshmen and transfer students at the University of North Carolina at Chapel Hill: *Approaching the Qur'an: The Early Revelations*, by Michael Sells, a professor of religion at Haverford College.

The legislative committee's move signifies how much the independence of public colleges and universities may be in jeopardy. First, it inserts state politicians directly into the administration of a university by using the power of the purse to censor the curriculum. Ever since the founding of most land-grant institutions, state legislatures have refrained from using state dollars to encourage or inhibit the teaching or discussion of certain ideas on individual campuses. While politics has occasionally encroached, history has shown that when such limitations of academic freedom occur, they can undermine the reputation of the university and of the state it serves. In North Carolina itself, the legislature's ban on Communist speakers on state campuses in the 1960s--which threatened the system's accreditation and was eventually overturned by the U.S. Supreme Court--shadows the current controversy.

Second, micromanaging university budgets according to the winds of controversy robs boards and admin-

istrations of the authority they need to resist politicizing the institution. This problem has become so threatening that the Association of Governing Boards of Universities and Colleges has called on its members to ward off such pressures if they are to govern "in the public trust."

Unfortunately, some legislatures use fiscal crises as a cover for selectively cutting programs that treat controversial matters. In April, a Minnesota legislator proposed removing financial support from the University of Minnesota Press for its publication of *Harmful to Minors: The Perils of Protecting Children From Sex*, by Judith Levine.

More recently, the University of Missouri System's appropriation was docked some \$150,000 in reaction to the decision by the director of the public-television station on the Columbia campus to prevent personnel from wearing flag pins on camera, and to the work of Harris Mirkin, a professor on the Kansas City campus. In a letter to the University of Missouri's president, Manuel Pacheco, the instigating legislator worried about Professor Mirkin's "thought patterns" in writing "The Pattern of Sexual Politics: Feminism, Homosexuality, and Pedophilia." So critical are that and other financial cuts in the Missouri system's budget that a trustee on one campus has written to ask external groups, like the AAUP, to support a resolution asking for the restoration of the core operating budget for 2004 and the cessation of further withholdings in 2003.

A third problem with the intervention of state legislatures in curricular decisions is that it replaces the considered judgment of experts trained in pedagogy and their academic subjects with directives from people who are neither educators nor experts.

Finally, the North Carolina legislators betray a misunderstanding of the very nature of education itself. They mistake study for advocacy, the presentation of ideas for exercises in conversion, and the university as a franchise for particular doctrines or ideologies.

Despite their lip service to such a concept, some critics of higher education have implied that academic freedom is a trivial pursuit, for peacetime only, and a luxury in time of war. The AAUP has been pleased to note that, since September 11, administrators, faculty members, and students at the majority of American higher-education institutions have affirmed the study of all points of view to be the most patriotic act they can make.

Accordingly, faculty members are now asking legislators in every state to listen to words like those of Menachem Magidor, president of Hebrew University of Jerusalem, as he defended "the diversity and pluralism" of his institution in a recent letter to *The New York Times*. In the aftermath of the deadly bombing on his campus, he reaffirmed the value of academic freedom in a world of moral crises: "I asked myself whether it still makes sense to strive for a peaceful society based on reason and understanding. Then the answer came to me clearly, and it is summarized by the Hebrew word *davka*--despite everything."

The North Carolina, Minnesota, and Missouri legislatures--and, indeed, legislatures, boards, and those of us on campuses everywhere--should be so bold.

Adapted from *The Chronicle of Higher Education* (September 6, 2002, Section: The Chronicle Review, Page: B20.) Complete text available at: www.aaup.org/statements/SpchState/02MABop.htm

Affiliation
From page 1

of the AAUP's California Conference which connects us to the other higher education constituencies in California. Although the California Conference does not replace the UC-specific lobbying done by us through the Council of University of California Faculty Associations (CUCFA), it can facilitate such lobbying, especially now that the AAUP has subscribed to the State Net Legislative Information Service and can track legislation as it moves through Sacramento.

In addition to its AAUP affiliation, the S DFA will continue as a dues-paying member of CUCFA. Formed in the early 1970s, CUCFA coordinates the political activities of its member organizations, lobbies in Sacramento, and confers with UCOP officials in Oakland over changes to the terms and conditions of senate faculty employment.

The S DFA is not be the first to take this step. The Berkeley Faculty Association (BFA) joined with the AAUP more than two years ago, and the Santa Cruz Faculty Association (SCFA) affiliated with the AAUP on January 1st, 2001. Based on the experiences of our colleagues, we believe that the S DFA will also benefit from an affiliation.

By eliminating competition for members, the affiliation ensures that individuals who want to support both organizations need no longer pay twice for their commitment to faculty rights. Under the new arrangement, S DFA members become full members of the AAUP, eligible for all AAUP services and programs. They will receive subscriptions to the bimonthly journal, *Academe*, may stand for election to AAUP offices, and can serve on the Association's standing committees. Supported by the AAUP's West

Coast office, the S DFA will improve communications with faculty, both to solicit your input and to keep you informed. We have a new email address, <sdffa@aaup.org>, and plan on having our website running by January.

Dues are based on rank. As a result of the increase approved by an email vote of the S DFA's membership in October, full professors belonging to the S DFA/AAUP will pay monthly dues of \$19; associate professors, \$15; assistant professors, \$11. Emeriti professors may join for \$72/year, and the Association will send renewal notices prior to membership expiration.

The issues facing higher education

faculty in the United States at the beginning of the new millenium are sobering. Across the country, the institution of tenure is eroded by attrition and threatened by post-tenure review. Faculty governance bodies are losing authority as administrations adopt corporate management models. Cash-strapped institutions view the intellectual property of their faculty as a potential source of revenue, and vie for the rights to that property. And budget shortfalls--nationally and in California--make it unlikely that higher education appropriations will keep pace with mounting costs. Now is precisely the time to be building a more potent advocacy organization for faculty at UCSD.

New Committee on Academic Freedom & National Security

The AAUP has created a special committee on "Academic Freedom and National Security in Time of Crisis" to review and analyze post-September 11 developments which impinge on academic freedom. The horrific events of September 11 have brought in their wake renewed conflicts between the imperatives of national security and the imperatives of free research and teaching.

Robert M. O'Neil, director of the Thomas Jefferson Center for the Protection of Free Expression, former president of the University of Virginia and of the University of Wisconsin, and former chair of Committee A, will chair the special committee.

Members on the committee are:

Robert M. O'Neil, director, Thomas Jefferson Center for the Protection of Free Expression;
Ronald Atlas, professor of biology, University of Louisville;
Galya Diment, professor of slavic languages and literature, University of Washington;
Matthew W. Finkin, professor of law, University of Illinois, Urbana-Champaign;
Joseph A. Losco, professor of political science, Ball State University in Indiana;
Afsaneh Najmabadi, professor of history and women's studies, Harvard University;
Melvin T. Steely, professor of history, State University of West Georgia;
Jonathan Knight, associate secretary, American Association of University Professors; and
Mark F. Smith, associate secretary, American Association of University Professors.

The committee will address issues including responses by academic leaders and state government officials to controversial teaching and speech at particular colleges and universities; restrictions proposed by the federal government on non-classified university research that is deemed sensitive but is not classified, particularly in the areas of microbiology and bioterrorism; renewed concerns about classified research on the university campus; restrictions on foreign scholars and students (as in the decision of the U.S. Department of Agriculture no longer to allow foreign scholars and students to work in its laboratories); provisions of the U.S. Patriot Act relevant to higher education and to scientific research; and restrictions on the implementation of the Freedom of Information Act, with respect to academic research.

What Is AAUP Censure?

The AAUP develops and advances principles and standards of sound academic practice governing the relationship between faculty and their institutions. The value of these principles and standards lies in their wide acceptance throughout the community of higher education. "The 1940 Statement of Principles on Academic Freedom and Tenure," issued jointly by the AAUP and the Association of American Colleges and Universities, has been endorsed by more than 180 learned societies and educational organizations. Hundreds of institutions have incorporated its provisions in their faculty regulations or handbooks. Noting this wide acceptance, courts have often referred to AAUP principles and standards in addressing what is customary in the academic world.

Much of the AAUP's work involves the application of these principles and standards to particular cases on campuses across the country. Although AAUP staff and leaders can often help resolve matters under dispute, sometimes a situation involving a major departure from AAUP-supported standards remains unresolved. In those situations, the Association considers initiating a process that may result in censure of the institution's administration.

The AAUP's practice of censuring administrations began in 1930, and there are currently 53 institutions on the censure list. The AAUP follows a careful process in considering whether the action by an administration in a specific case warrants censure. When efforts to resolve a case remain unsuccessful, the AAUP's general secretary may, upon the advice of the AAUP's staff, authorize appointment of an ad hoc committee to investigate and prepare a report.

The members of an investigating committee are faculty members who have had no previous involvement in the case. The committee is asked to visit the institution where the event(s) under investigation occurred, to meet with the principal parties, and to prepare a report for submission to the AAUP's Committee A on Academic Freedom and Tenure. The investigating committee's draft report recounts the facts of the case, and sets forth conclusions as to whether the actions of the administration were in procedural and substantive compliance with the principles and standards supported by the Association.

Committee A may call for revisions of the report prior to its release and its potential publication. With Committee A's approval, the revised text is sent to the principal parties for their corrections and comments. The responses are taken into account in preparing the final text for publication in the AAUP's bimonthly magazine, *Academe: Bulletin of the AAUP*. During its spring meeting, Committee A considers the reports of investigating committees that have been published during the past twelve months, and may recommend that an institution be placed on the list of censured administrations. The responsibility for imposing censure rests with the AAUP's annual meeting of members and delegates, normally convened in June.

The annual meeting is similarly responsible for the removal of a censure. In preparation for this decision, the assembled AAUP members hear a report from Committee A about the case which led to the censure, about relevant institutional policies, and about current conditions at the institution relating to academic freedom and tenure. The Association celebrates the removal of censure as a sign of an institution's academic health and of the continuing vitality of the principles and standards to which we have committed ourselves.

Significance of the Faculty Association at UC Santa Cruz

Along with the Associations at San Diego and Berkeley, the AAUP has an affiliation with the Santa Cruz Faculty Association (SCFA). Like the SDFA and BFA, the SCFA is a member of the Council of UC Faculty Association (CUCFA), but Santa Cruz is the only UC campus where senate faculty enjoy collective bargaining rights.

Years ago, the SCFA designated CUCFA to be its bargaining agent over local issues; consequently, CUCFA has the right under California law to consult with the UC

Office of the President over employment-related issues that have statewide ramifications. This, in turn, allows other CUCFA chapters--including the SDFA--to participate in consultations when that right is exercised.

Beyond this consultation right, faculty at Santa Cruz may bargain over local issues, and concessions won there may set precedents for the entire system. Issues with which the SCFA has recently dealt include faculty housing and parking fees.

Contact Us

SDFA/AAUP
Attn.: Prof. D. Braff
Dept. of Psychiatry 0804
9500 Gilman Drive
La Jolla, CA 92093-0804
sdfa@aaup.org

AAUP, National Office
1012 14th St. NW, Suite 500
Washington, DC 20005-3465
800-424-2973
aaup@aaup.org
www.aaup.org

CUCFA
P.O. Box 8378
Santa Cruz, CA 95061-8378

About the AAUP

Adapted from "The AAUP & Research Institutions," (Washington 1998)

The quality of higher education in the United States depends on freedom of inquiry and the tenure system that protects it. Since its inception in 1915, the AAUP has been the leading agency in higher education to defend academic freedom and tenure. The precepts set forth in the 1940 *Statement of Principles on Academic Freedom and Tenure*, issued jointly by the AAUP and the Association of American Colleges and Universities, appear in the policy documents of hundreds of colleges and universities which use the statement as a yardstick for measuring adherence to sound academic standards. More than 150 disciplinary organizations and learned societies have formally endorsed this *Statement*.

The Association's first report on academic freedom and tenure, issued in 1915, proclaimed that academic freedom of inquiry for professors was necessary to "advance the sum of knowledge," and it tied academic freedom directly to "reasonable security of tenure." Firings of faculty on political grounds were

not uncommon during that time, and the founders of the Association had reason to be concerned. In its first year alone, the Association's Committee A on Academic Freedom and Tenure formally investigated five alleged violations of academic freedom.

Since then, the AAUP has continued to defend academic freedom and tenure. Numerous times, members of the national staff, working in conjunction with local AAUP representatives, have thwarted attempts to undermine academic freedom and tenure.

One noteworthy case occurred in 1996 when the AAUP chapter at the University of Minnesota, with assistance from the national AAUP, organized a successful campaign against a proposal by the university regents to revise the tenure code such that the administration could terminate individual faculty appointments at will by defining an area of study so narrowly that it covered the specialty of only one person. The administration could then eliminate that area of study and dismiss the person, giving only 60 days' notice of the termination.

In that case, it was local political pressure, rather than legal action which led to change; however, the AAUP's legal office--supported by members' dues and donations--also defends the Association's core principles while serving as a resource on higher education law.

Usually aided by volunteer law professors working in their fields of expertise, the AAUP legal staff has filed briefs in critical Supreme Court (and lower court) cases challenging such threats to academic freedom as disclaimer-type loyalty oaths, legislative investigation of suspected "subversives" on college and university faculties, forced disclosure of research in progress, legislative attempts to ban "indecent" material on the Internet, and efforts to deny grants to scholars and artists who may depart from undefined "general standards of decency." Through its Academic Freedom Fund and its Legal Defense Fund, the AAUP is able to offer limited financial support and advice in cases of national significance.



For ordering information, call Johns Hopkins University Press (800) 537-5487

The AAUP's national committees are made up of faculty from diverse disciplines and institutions. Committee members regularly study matters of concern to faculty, reporting their findings in *Academe*, the AAUP's bi-monthly journal, and in *Policy Documents and Reports*, the compendium more familiarly known as the *Redbook*. The 9th edition of *Policy Documents and Reports* is now available. This edition contains twelve new documents, including responses to post-tenure review, academic freedom and tenure in medical schools, distance education, intellectual property, and faculty workload.

SDFA/AAUP Personnel

Executive Board

David Braff, *Chair*
Antonino Catanzaro
Allen McCutchan
Jerrold M. Olefsky

SDFA Advisory Committee

Gary S. Firestein
R.R. Henry

AAUP, West Coast Staff

Marcus Harvey, *Associate Secretary*
Fernanda Bustamante, *Administrative Asst.*

Council of UC Faculty Associations

Robert Meister, *President (UCSC)*
Charles P. Nash, *Vice President (UCD)*
Warren Gold, *Vice President (UCSF)*
Christine Rosen, *Secretary (UCB)*
Roger Ransom, *Treasurer (UCR)*
Marilyn Fravel, *Administrative Director*
Myrna Hays, *Lobbying Coordinator*