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December 2, 2008

Mr. Marty Hittelman, President
California Federation of Teachers
2550 N. Hollywood Way, Suite 400
Burbank, California 91505

Dear Mr. Hittelman:

This letter responds to your letter of October 13, 2008. The Commission appreciates your comments with respect to the issues you raise, and we will attempt to address each of them in this letter. For the convenience of the reader, we've restated portions of your letter in italics and then commented on each of your points.

1. After quoting from a section of the California Code of Regulations which requires that each community college be accredited by ACCJC, you state in your letter,

"In conferring this important responsibility on the ACCJC, the State of California and the Board of Governors of the California Community Colleges expect that the ACCJC will fulfill an important state objective, providing education."

The ACCJC does not provide education. Its purpose is to assure that its accredited institutions adhere to its standards which are designed to assure that certain levels of quality are maintained. The ACCJC was not developed to help achieve any State objective. The ACCJC was not developed by the State, and it is not an agent of the State, and it has not been delegated any State function. The ACCJC is a private organization, and its standards are developed without any involvement or directions from the State of California. Its accreditation activities are not limited to the State of California. It also accredits institutions in Hawaii and in the Pacific regions accredited by WASC.

2. *"ACCJC may or may not be a quasi- governmental entity, but either way it must respect State laws when fulfilling its functions."*

The ACCJC is not a governmental or quasi-governmental entity. It is a private organization. Its functions are of course carried out in a manner that are consistent with all applicable laws, state and federal.

3. After referring to the right of teachers at community colleges to collectively bargain, you state,

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"One of the most important rights faculty have is to negotiate with their employer over evaluation procedures, criteria and standards. In fact, this right is so important that the Legislature deemed it worthy of explicit enumeration within the Act. In addition, pursuant to the EERA, academic freedom policies are negotiated at community colleges.

This paragraph contains a number of inaccurate and misleading statements. You are correct when you state that the faculties of community colleges have a legally protected right to bargain collectively; however, the scope of that right is set forth explicitly in the California Labor Code, Section 3543.2. It is limited to "matters relating to wages, hours of employment, and other terms and conditions of employment." "Terms and conditions" includes ". . . procedures to be used for the evaluation of employees," not the "criteria and standards" to be used for evaluation, as you assert. The bargaining unit is given the right to "consult" (not collectively bargain) over issues related to "the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law." Further, California law protects the prerogative of the Academic Senate, not a collective-bargaining unit, ". . . to represent the faculty in making recommendations to the administration governing board of the school district with respect to district policies on academic and professional matters." (California Labor Code, §3540). Your assertion that the collective bargaining unit has a legal right to negotiate "over the evaluation of . . . criteria and standards" is not accurate.

ACCJC's standards recognize and respect the critical importance of the faculty and the Academic Senate in protecting academic freedom within the institution. ACCJC's standards provide in part, "The institution relies on faculty, its academic senate or other appropriate faculty structures, the curriculum committee, and academic administrators for recommendations about student learning programs and services." (*Accreditation Reference Handbook, Standard IV, A.2.b.*).

4. After introducing the subject of student learning outcomes, you state,

". . . many within the college community, faculty and administrators alike, feel that ACCJC has gone too far in its demands regarding SLOs (student learning outcomes, especially when they intrude on negotiable evaluation criteria and violate principles of academic freedom."

Your comments reflect a fundamental misunderstanding of ACCJC's purposes and activities as they relate to student learning outcomes. ACCJC does not dictate to an institution or to its faculty what the intended student learning outcomes should be. Under ACCJC's standards, each institution defines the student learning outcomes for that particular institution at the course, program, and degree level. When these student learning outcomes are defined by the institution, the institution is then expected to measure whether the intended learning outcomes are occurring and to what degree, and, finally,

to apply the results of assessment to improve educational and institutional practices. (*Accreditation Reference Handbook*, Standard II.A.). Assessing the extent to which our institutions are fulfilling this Standard is a basic function of the accreditation process and has become an essential measure of quality in education. ACCJC's Standards on student learning outcomes are in line with mainstream thinking on educational quality. The requirement that institutions assess whether the intended student learning is occurring has become an integral part of the accreditation process of all regional accrediting associations.

The protection of academic freedom has always been an integral part of ACCJC's assessment of an institution. Standard II, A, 7, provides in part, "In order to assure the academic integrity of the teaching-learning process, the institution uses and makes public governing board adopted policies on academic freedom and responsibility, student academic honesty, and specific institutional beliefs or world views. These policies make clear the institution's commitment to the free pursuit and dissemination of knowledge."

Academic freedom has never meant freedom from the responsibility of adhering to institutionally based standards of quality and institutional mission.

4. Your letter next takes issue with ACCJC's standard (Standard II.A.1.c). This Standard requires that the "faculty and others directly responsible for student learning. . ." have, as a *component* (emphasis added) of their evaluation, effectiveness in producing those student learning outcomes." As we have explained above, a critical part of assessing student learning outcomes is measuring the extent to which assessments of those learning outcomes are applied to improve educational quality and future student learning. Without that final component, there would be no way to assess whether the process was effective. We stress that this assessment is only one possible component of evaluations of academic staff. It is not intended to be the only component or one that is given any particular priority in relation to other components. The ACCJC's goal is to insure that the institution, and its academic employees, have the mechanisms necessary to help the make improvements to the educational learning environment.

5. You quote from Standard II.A.6 which states in part, "The institution assures that students and prospective students receive clear and accurate information . . . In every class section students receive a course syllabus that identifies learning objectives consistent with those in the institutions officially approved course outline." You contend that this standard infringes on academic freedom.

Your assertion is without merit. Again, academic freedom does not mean freedom from the responsibility of adhering to institutionally adopted curricula or course outlines.

There is nothing in the Standards that mandates that course outlines include any particular content, nor do the Standards prohibit instructors from adding educational objectives other than those appearing in the institution's officially approved course outline. As pointed out above,

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California law leaves the final decisions on all such matters squarely with the governing body of the institution. It does not leave the content of these matters to collective bargaining although it does permit consultation from the collective bargaining unit.

6. You assert that amendments to the federal Higher Education Act in 2008 removed the federal mandate that all Department of Education approved accrediting associations assure that their accredited institutions adopt and enforce student learning outcomes. Again, your assertion is misplaced. The 2008 amendments to the Higher Education Act reaffirmed that all Department of Education approved accrediting associations, of which ACCJC is one, are required to, “. . . assess the institution’s, (A) success with respect to student achievement in relation to the institution’s mission, *which may include different standards for different institutions or programs*, including as appropriate, consideration of course completion, State licensing examinations, and job placement rates” (The portion in italics reflects the change in the 2008 amendment.). In other words, the 2008 amendment only emphasizes that each institution is to develop its own student learning outcomes, a feature which has been an integral part of ACCJC’s accreditation practices since the adoption of these Standards.

7. At the conclusion of your letter you return to your opening assertion and contend, again incorrectly, that California law provides that the adoption of instructor evaluation criteria is an integral part of the collective bargaining process and therefore the criteria bargained for should be insulated from any interference from ACCJC or its Standards, including student outcome requirements. Again, you are misreading and misstating the scope of what is legally the proper subject to collective bargaining under the Labor Code. As pointed out above, the Labor Code provides only that “faculty evaluation procedures,” not the substantive content of that evaluation, are properly the subject of collective bargaining (Education Code §§ 3543.2, 87663).

In conclusion, the ACCJC does not believe it has violated the law by developing and promulgating the Standards of Accreditation to which you have voiced objection.

Sincerely,

Lurelean Gaines, Chair

Barbara Beno, President

