Bargaining Student Learning, Quality, and Assessment

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he best thing that can be said about any special process of education, like that of the formal school period, is that it renders its subject capable of further education: more sensitive to conditions of growth and more able to take advantage of them," said John Dewey in 1920. "Acquisition of skill, possession of knowledge, attainment of culture

are not ends; they are marks of growth and means to its continuing."

Since the enactment of the No Child Left Behind (NCLB) law in 2001, "reformers" have focused on holding educators and schools accountable for student learning. But by focusing on measurable outcomes, these reformers miss Dewey's point. Dewey does not minimize the "acquisition of skill, possession of knowledge, [or] attainment of culture." But, he argues, "they are marks of growth and means to its continuing." The essence of education, he argues, lies in ensuring that "its subject [is] capable of further education."

NCLB reformers initially concentrated on primary and secondary education, but they later turned to higher education. Near the end of the Bush Administration, Secretary of Education Margaret Spellings commissioned a panel that called for greater access, affordability, quality, and accountability in higher education. The commissioners agreed on the need for accountability, but they disagreed on specific steps that would achieve the goal. The growing political weakness of the Bush administration ensured that the report did not lead to legislation or regulation. Nevertheless, accrediting agencies, foundations, and policymakers still call for accountability at the state and federal levels.

To measure accountability, higher education policymakers focused on student learning outcomes (SLOs) in general education and in the entire curriculum. That focus has translated into political pressure, as in public K–12 education, to link SLOs to the evaluation and pay of individual instructors. The public debate often seems mired in belligerent rhetoric. Meanwhile, campus officials discuss how best to implement program and employee assessment.

This chapter examines assessment provisions in collective bargaining agreements. A case study of Florida contracts illustrates various responses to the demand to document SLOs. Last, we discuss the political context for negotiating assessment.

In 2011, representatives of the three major faculty unions discussed the significance of focusing on student success, and to the central role of faculty, through shared governance and collective bargaining, in developing and implementing the assessments. The representatives showed how the evaluation of individual faculty by simple SLO metrics threatened educational

quality and the diverse, complex missions of American colleges and universities.²

Demands from accreditors and foundations, notes a recent survey of community college officials, drive many student assessments.³ The accreditation process, despite some specific questionable policies, remains the cornerstone of efforts to strengthen the integrity of American higher education. In today's economy institutions need the income from federal student aid, and therefore must maintain their accreditation to remain eligible for that aid. But some accrediting bodies are putting colleges on probation for failing to measure SLOs.

In 2002 and again in 2012, the Accrediting Commission for Community and Junior Colleges (ACCJC), part of the Western Association of Schools and Colleges, introduced the monitoring and use of SLOs into its criteria. In 2002 the commission required that all programs and services "facilitate and demonstrate the achievement of stated student learning outcomes." "The provisions of this standard," the commission added, "are broadly applicable to all instructional activities offered in the name of the institution." 4

This requirement led to controversy on California campuses, and divided community college faculty members. Some colleagues argued for SLOs; others said they would never use them, though most faculty members articulated expectations for what students should learn and accomplish. But their representatives in the California Federation of Teachers and in NEA's Community College Association (CCA) complained that the commission imposed the requirement without allowing for collective bargaining. Under California law, community colleges must be accredited and colleges and unions must bargain over salaries, benefits, and working conditions. The commission, the unions argued, overstepped its bounds. But the ACCJC claimed that, as a private entity, it did not have to follow the bargaining statute.5 The differences between the ACCJC and the unions have not been resolved, but individual

campuses have begun to bargain and to adopt the SLOs. "CCA chapters were given different types of language to use to bargain work regarding SLOs. Some of the chapters bargained the issue; some did not." Other chapters now wish to add contract language as their leaders realize the extent of the required additional work.

ACCJC's 2012 revisions strengthened monirequirements, especially toring financial scrutiny. These revisions affected at least two California community colleges. The ACCJC did not impugn the quality of instruction or education at the City College of San Francisco. But it put the college on notice for failing to comply with new financial tracking requirements. The number of administrators was too low, the ACCJC contended, and the college devoted too much of its budget to salary and benefits. The college is downsizing and consolidating departments as a result of the accreditor's pressure. These reductions, in turn, sparked faculty and student protests, but state and city tax increases, approved in the November 2012 elections, may reduce the financial pressures.

All seven regional accreditors, one analyst found, expect colleges to assess SLOs and to use these assessments to improve their practices. They now cite institutions for deficiencies in assessing SLOs more frequently than in the past. The associations recognized the importance of faculty in outcomes assessment, but were weak in assuring faculty involvement in the process.⁷

Are such pressures leading to changes at the bargaining table? The faculty union at City Colleges of Chicago recently agreed to a contract providing bonus pay for faculty based on eight metrics, including SLOs and graduation rates.⁸ All faculty members would receive the bonus; the contract does not call for differentiating among individual faculty members. "Student success pay" is a step toward foregrounding SLOs in faculty evaluation and pay.

SLOs: CONTRACT PROVISIONS

NEA's Higher Education Contract Analysis System (HECAS) contains many recent or current contracts from the three major faculty unions and from independent bargaining agents. Some contract provisions pertain to "student learning outcomes" and "assessment."

Only 28 contracts in HECAS use the term "student learning outcomes." Only two of these contracts cover four-year institutions; both are private and not-for-profit. The contracts for two- and four-year colleges differ on the role of the faculty in developing and measuring SLOs. The University of San Francisco contract calls for developing "methodologies" for assessing SLOs:

ARTICLE 24. Assessment of Student Learning The parties to this agreement commit to the idea that assessment of *student learning outcomes* is an important and demonstrable goal of our academic community. To this extent, the University and USFFA agree that Deans and faculty shall engage in regular and consistent efforts, which shall include discussions between Deans and faculty on the methodologies to assess *student learning outcomes*. Faculty shall demonstrate how *student learning outcomes* have been assessed. (Italics added.)

The contract for Dowling College, New York, the other four-year college, provides for a committee to assess SLOs and to participate in developing "an ongoing outcomes assessment plan."

3C51 The Academic Assessment and Research Committee shall serve as a research committee to track academic policy implementation and to conduct research relevant to academic issues being addressed by the other standing committees or issues for which those committees are responsible. It shall also coordinate and assist the Schools, Divisions and Departments in assessment of *student learning outcomes* and in the establishment of an on-going outcomes assessment plan. (Italics added.)

Both contracts call for discussion and deliberation among administrators and faculty members—a committee of the faculty-administration senate at Dowling.

Fourteen of the 26 two-year college contracts utilizing the term "SLO" address the evaluation of individual faculty. Less restrictive and threatening clauses ask faculty members to incorporate outcomes assessment into their course planning and implementation. The contract for Gavilan College, a two-year institution in California, asks faculty members to address the extent to which they "Evaluate[s] student learning outcomes to identify strengths and weaknesses and incorporate findings into modifying teaching or non-teaching strategies" as part of their self-evaluation.

Problematic clauses provide for using SLOs for faculty evaluation, though usually in addition to other criteria. The Feather River Community College, California, contract provides for an evaluation by the "chief instructional officer" according to, among other criteria, "assessment of student learning outcomes." The Black Hawk Community College, Illinois, contract for part-time faculty prevents such use:

Section 9.6. Student Learning Assessment. The Union and College support a process that will encourage adjunct faculty participation in student learning outcomes assessment. The sole purpose of this process is to focus on improving student learning and enhancing learning experiences for students.

Nine contracts identify "participating" in student outcomes assessment as a duty of bargaining unit members, and, in some cases, of department chairs in the unit. Other provisions address professional development, or base decisions about sabbaticals on SLOs. Only two contracts provide for a shared governance role for faculty.

Other contract language omits the term "SLOs," while invoking its spirit, when

addressing concerns about learning. Many contracts note the importance of using quality and performance considerations that go beyond the simple metrics often linked to the SLO language. We used another search term to track that language.

ASSESSMENT

The search term "assessment" generated 124 provisions relevant to student learning. Again, more provisions appeared in two-year (87) than in four-year (37) settings. But the two sectors showed as many similarities as differences. Many provisions in both sectors ensured collective, shared governance and quality assurance roles for faculty. But provisions incorporating outcomes assessment in evaluating individual faculty were less common.

Some contracts specify assessment of student achievement as a management right. Worse is language permitting managerial use of learning outcomes to assess individual faculty. The Cuesta College, California, contract states: "The post-evaluation conference will consist of reviewing the peer review committee evaluation, student evaluations, the self-evaluation, the manager's findings..., the manager's assessment of student success...."

The best contracts state that student learning outcomes will not be used to assess individual faculty. Here are two examples:

- 15. The purpose of Outcomes Assessment is to look at the impact of the institution on students and is not in any way intended to measure the effectiveness of any individual member of the college community and will not be used to do so. (County College of Morris, New Jersey, in a letter of intent)
- J. Student Outcomes Assessment. Professional Employees shall participate in the institution's student outcomes assessment program and shall demonstrate the use of student outcomes assessment data to improve instruction....Student performance

as indicated by student outcomes assessment data shall not be used to evaluate Professional Employees. (Pratt Community College, Kansas)

Both contracts acknowledge the value of assessing outcomes, but they reject individual faculty evaluations using student outcomes assessment data. The County College of Morris provision centers assessment of student learning at the institutional level, where it belongs, not at the level of the class or colleague.

Many contracts identify assessment as one of many faculty duties and responsibilities. Contracts may identify assessment as a duty under teaching or service. Placing such language in the workload or professional responsibilities section of a contract acknowledges the importance of assessment without incorporating this responsibility into faculty evaluation.

So too, negotiators must distinguish between provisions asking faculty members to learn from SLOs and those calling for evaluations based on SLOs. Part of a portfolio may demonstrate that a faculty member has done "assessment of student learning" (Nebraska State College). But the University of Akron, Ohio, contract goes much further:

C. The criteria to be considered for reappointment, tenure and promotion University-wide include but are not limited to: 1. Quality of teaching. a. Effective instruction as evidenced by student and peer evaluations and by documented assessment of learning outcomes.

One method of resolution: restrict the use of SLOs to one of several evaluation "methods." Faculty members would demonstrate that they pay attention to SLOs. But beware of a slippery slope. Saying that faculty will "participate" in student learning assessment is a short step to evaluating whether they incorporate SLOs into their teaching and use data to modify their work in the classroom. The contract of El

Camino Community College, California, takes that short step:

APPENDIX J. Self-Evaluation Report. The self-evaluation report should include but may not be limited to the following areas: 1) Objectives for the continued improvement of instruction and student learning outcomes based on the job description, (Appendix A) 2) the results of the student survey, a self-examination of teaching effectiveness, effective encouragement of student success and effective encouragement of student course completion, 3) professional growth activities, including any conferences or workshops attended by the evaluatee, 4) copies of course syllabi which include the contract Faculty Member's classroom policies, grading procedures, and course content timeline, 5) College committees on which the evaluatee is serving or has served since the last evaluation, and 6) the extent to which objectives for the improvement of instruction and student learning outcomes from the last report were met.

A "continuous improvement mentality" is at play—a never-ending curve of better and better SLOs.

Many contracts in the two- and four-year sectors (16 and 12, respectively) provide for faculty involvement in developing and implementing assessments at the department, college, and senate levels. The contract for Saginaw Valley State University, Michigan, a four-year college, provides for a General Education Committee (GEC), consisting primarily of faculty:

F 6.3 Assessment of General Education GEC is responsible for developing and conducting ongoing assessment of the performance of the General Education Program. The aim of the Program assessment is to measure the success of the overall Program and not the performance of any individual instructors; assessment will not deal

with, and will not reflect upon the standing and record of any individual faculty member teaching a section of a General Education course. However, the proportionate involvement of part-time faculty in teaching General Education courses will be given attention. Program assessment will focus on the impact of the Program on student learning and development. Assessment means will be both qualitative and quantitative.

The focus is collective; data will not be used for evaluating individual faculty. The contract then elaborates on the role of part-time faculty:

F 6.7 Adjunct Faculty

Whereas, the goal of the General Education Program is to promote a coherent communication and critical thinking intensive educational experience, in order to maintain the integrity of the General Education Program, the GEC will give attention to the proportionate involvement of part-time faculty in the approval and assessment of General Education courses.

The strong language in the contract for South Suburban Community College, Illinois, provides for an Outcomes Assessment Committee:

4. OUTCOMES ASSESSMENT: The Outcomes Assessment Committee will serve as a liaison to faculty and administration regarding outcomes assessment matters and will serve as representatives of the faculty and administration in providing advice to the Vice President for Academic Affairs on matters relating to outcomes assessment. Working with the Vice President of Academic Services, the Committee will coordinate the implementation and administration of the plan for assessing academic achievement filed with the Higher Learning Commission of the North Central Association. (HLC). On an annual

basis the committee will assist departments in reviewing and revising their plans for assessing student academic achievement and adjust the College's assessment plan accordingly. The members will serve as resource persons on outcome assessment for the College community and will recommend overall policy and philosophy for outcomes assessment matters at the College.

Shared governance language in two contracts stems from accreditation visits. A letter of agreement in the Washtenaw Community College, Michigan, contract provides for a joint committee to address issues raised by accreditors. This language minimizes internal contentiousness while addressing accreditation concerns: "The specific activities of the committee involve setting direction for the College's work in assessment of student learning which will be a continuation of some of our past activities/plans as well as the setting and implementation of new directions to address the shortcomings that NCA cited in response to our self-study."

The Schoolcraft College, Michigan, contract designates a special faculty to oversee the work generated as a result of an accreditation visit:

H. Full-Time Faculty Associate for General Education—The term "full time associate for general education assessment" shall mean the faculty member responsible for providing oversight and implementation of an effective assessment program for the institution at the program level according to accreditation requirements and within established institutional structures who is employed on a thirty-five (35) hour work week over the instructional college year.

Some contracts encourage comparison of learning outcomes in distance education and in face-to-face classrooms. An individual faculty member may conduct the assessment as part of a larger program, but it can also be

a collective responsibility. The contract for Mid-Michigan Community College positions assessment work in a committee located in the shared governance structure:

F. Usage

1. The Creating Faculty member and the Distance Education Committee will review each Distance Education course annually to determine the necessity for revision/replacement based upon assessment of a) need of the course, b) learning outcomes, c) student satisfaction, and d) other relevant factors. Recommendations with respect to revision or replacement shall be approved by the DEC. The decision of the DEC on revision or replacement determines the useful life of a course and shall be final and binding.

What is the proper role for non-tenure track faculty in assessment and in shared governance activities—especially part-time faculty who are not paid for such additional duties? The two-thirds of faculty members who are off the tenure track must participate in shared governance for the profession to remain strong. But contingent faculty must be paid for this work. The Sauk Valley Community College, Illinois, contract for adjunct faculty provides:

5.2 Teaching Assignments

A. The parties recognize that "teaching" comprises construction of a class syllabus, consistent with the generic course syllabus, that stipulates course objectives, content, and grading criteria; preparation of class presentations and instructional materials; delivery of instruction; consultation with and evaluation of students; maintenance of clear records on student performance and any other factors, such as attendance, involved in the grading of students; submission of grades and other required reports to the College by required deadlines; participation in assessment of student learning outcomes during scheduled class meeting

times; textbook selection if requested by the appropriate dean; and consistency with course/divisional standards. Salary is paid to the adjunct faculty member in accordance with contractual terms as compensation for these tasks. (Italics added.)

FLORIDA

Do faculty contracts in Florida link evaluation and assessment to salary? Florida's public higher education system contains two sectors. A Board of Regents once had centralized control over the university sector; it negotiated a sector-wide single collective bargaining agreement. Now, a State University System Board of Governors (BOG) loosely governs the universities, and each university negotiates a separate agreement with its faculty. A Division of Florida Colleges oversees community colleges, some of which became state colleges that offer four-year degrees. Each college faculty, as with the universities, negotiates separately with its own board.

The BOG monitors and encourages accountability measures for each public university by mandating that all bachelor's programs develop Academic Learning Compacts (ALCs) that assess SLOs:

- (2) Policies and Procedures
- (a) Each university Board of Trustees must approve a process for certifying that each baccalaureate graduate has completed a program with clearly articulated core student learning expectations in content/discipline knowledge and skills, communication skills, and critical thinking skills.
- (b) Each university must construct clearly defined policies and procedures for developing, implementing, and reviewing Academic Learning Compacts and related assessment activities. These policies and procedures must be aligned with this System regulation. (Florida State University System, 2012)

ALC requirements have not appeared in Florida's faculty collective bargaining agreements. But the contracts reflect the push to include SLOs and student evaluations in faculty evaluations and pay. Florida has long required that each college must include student evaluations as part of faculty assessment. The Florida Atlantic University faculty contract states that the annual performance evaluation must take into account "consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities." Merit-based pay increases, in turn, are based on having at least an "above satisfactory" performance evaluation.

Most university contracts also require that each college or department develop standards for faculty evaluation. The Florida Gulf Coast Universities collective bargaining agreement specifies:

The employees of each college/unit who are eligible to vote in college/unit governance, working with the administration of the college/unit, shall participate in the development of these criteria and standards. The employees shall recommend implementation by a majority vote of those employees.

The administration can return the recommendations for revisions, but faculty members maintain the central role in developing evaluation standards.

Faculty contracts also specify that SLOs must not be the only criterion of faculty evaluation. Permissible information sources listed in the contract for the University of West Florida (UWF) include the immediate supervisor, peers, students, and the faculty member. Student evaluations are required, but the United Faculty of Florida chapter at UWF insisted on limits on the use of student evaluations, including faculty rebuttals of student comments and feedback. The contract prohibits using student evaluation narrative comments for personnel

actions unless corroborated by other evidence. Similarly, "written comments from students will be considered in the context of other information submitted by the faculty member about teaching performance." Faculty members are encouraged to submit other indicators of their teaching performance, which *may* include outcome assessment data.

Florida's community college contracts reflect less emphasis on faculty evaluation. Many contracts require evaluations only every three years, once they achieve continuing contract status. Still, contracts require student evaluations of instruction and some consider student outcomes. The Pensacola State College faculty contract, for example, requires annual evaluations, including classroom observation of the faculty member. It notes, "The College retains its right to collect student feedback on the classroom learning process and environment during the term.... Although the surveys are designed primarily for the improvement of teaching and learning and a faculty member's self-improvement, the results may be used as a criterion for promotion."

The Hillsborough Community College faculty contract requires the post-evaluation conference between the faculty member and the dean to "include a discussion about student success and retention as well as next year's goals, which will be added to the Faculty Development, Self-Assessment, and Goal Setting Report." Faculty members may attach a written response after the post-evaluation conference, file a grievance to appeal the evaluation, and have a union representative at the post-evaluation conference. The contract also limits the use of student evaluations.

CONCLUSION

Regional accrediting bodies, the Lumina and Gates Foundations, governors, state legislators, and governing boards are pressuring for or requiring the incorporation of SLOs and other student assessments into institutional policy. The effects of these pressures and mandates are

coming to the bargaining table. Pending are important negotiations between managerial discretion and professional responsibility for academic and curricular matters.

The future portends more contract provisions regarding SLOs and assessments, especially as increased federal government activism translates into more mandates. Two areas will be first. College and career readiness standards and teacher education programs played a major role in recent Congressional debates over the reauthorization of the Elementary and Secondary Act. Faculty and staff must participate in upcoming discussions in Congress of college and career readiness standards. They should advocate designing and implementing standards through provisions in collective bargaining agreements.

The expected new regulations governing teacher education programs presents a more immediate challenge. In September 2011, the U.S. Department of Education issued a plan for teacher education reform. NEA endorsed the plan, which called for reforming the financing of students preparing to become teachers, targeting support to institutions that prepare high quality teachers from diverse backgrounds, and using multiple measures of institutional reporting and state accountability.

NEA's participation helped ensure that "student achievement" is not equated with student test scores; that it is instead based on multiple, valid, reliably used measures; that teacher education programs will include supervised clinical training; and that definitions of program effectiveness included input and output measures. The primary use of data, said the association, should be to improve, not punish, programs. Establish a clear standard that preparation programs should meet; do not rank schools and programs.

The department sponsored negotiated rulemaking sessions with the stakeholders during 2012 to reach consensus. NEA worked to advance two goals as a rulemaking team participant:

- to include input, as well as output measures into any assessment scheme.
- to ensure that teams that develop, evaluate, and implement assessment include faculty and staff.

The rulemaking session failed to reach consensus. The department is now working on its own rule—a course of action raising many concerns. It is essential that:

- Assessors use multiple indicators and measures to determine the quality of teacher preparation programs. These measures must include outcome standards—such as the quality of program graduates—and input standards—such as the breadth and depth of clinical experiences for candidates. Most states will need support and resources to gather and use value-added data.
- Faculty and teachers have a meaningful role in the development, implementation, and monitoring of the standards, measures, and processes for ensuring quality teacher preparation programs.

The final rule will affect higher education by setting standards on colleges of education. Faculty and staff will have to bargain that impact.

The Florida case demonstrates that bargaining units can defend against the inappropriate incursion of simple metrics into provisions governing the evaluation and pay of individual faculty. The examples drawn from HECAS show that bargaining units can also secure provisions ensuring a role for faculty in assessing student learning. Some contracts even provide for a faculty role in evaluating distance and online modalities for achieving SLOs.

Using simple outcomes metrics may harm students and educational quality. Bargainers must also ensure that institutional processes and contractual provisions for assessment focus on collective, institutional outcomes, not on individual faculty in their classes. Asserting the rightful role of faculty in assessment,

through the collective bargaining process, will enhance the quality of education and of the entire college experience.

NOTES

- ¹ Dewey, 1920, 185.
- ² Gold, et al., 2011.
- ³ Nunley et al., 2011.
- ⁴ Accrediting Commission for Community and Junior Colleges, 2012, 4.
- ⁵ A semantic debate predominates at times. Two observers, for example, differentiated course SLOs from learning objectives. They argue, "Generally, objectives specify discrete steps taken within an educational program to achieve an outcome." Thus, objectives "are the means, not the end." This distinction exemplifies the misunderstanding of the aims of education, according to Dewey (Nixon and Beno, 2009).
- ⁶ Ron Norton Reel, President of CCA to Mark F. Smith, e-mail October 4, 2012.
- ⁷ Provezis, 2010.
- ⁸ Jaschick, 2012.
- ⁹ U.S. Department of Education, 2011.

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