



City Attorney Dennis Herrera Statement

For Immediate Release:
February 17, 2015
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City College assured of protections, open process in ‘tough and thorough’ final injunction

*Herrera praises Judge Curtis E.A. Karnow’s final injunction for protecting
City College of San Francisco’s rights in reconsideration, restoration processes*

SAN FRANCISCO (Feb. 17, 2015)—City Attorney Dennis Herrera today offered praise for the final injunction and judgment issued in his litigation against the Accrediting Commission for Community and Junior Colleges for the accreditors’ “significant unlawful practices” in deciding to terminate City College of San Francisco’s accreditation. Superior Court Judge Curtis E.A. Karnow, who denied several moves by the ACCJC to water down the final orders following the court’s tentative ruling of Jan. 16, 2015, issued a final injunction late this afternoon that Herrera praised for protecting City College’s rights in the accreditation process.

In response to the court’s final injunction and judgment, Herrera issued the following statement:

“I’m grateful to Judge Karnow for a tough and thorough injunction that assures City College of its right to a fair and open reconsideration process, and shields the college from further unlawful acts by accreditors. The court made clear that City College is to suffer no adverse consequences by the ACCJC if it chooses to pursue the court mandated reconsideration, and that it can’t be denied from continuing with the restoration process as well. I’m very pleased with the final injunction, and optimistic that these court-ordered protections will enable City College to secure its accreditation, and finally put threats of closure to rest.”

The case is: *People of the State of California ex rel. Dennis Herrera v. Accrediting Commission for Community and Junior Colleges et al.*, S.F. Superior Court No. 13-533693, filed Aug. 22, 2013. Additional information on the City Attorney’s Office is available at: <http://www.sfcityattorney.org>.

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FILE
San Francisco County Superior Court

FEB 17 2015

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

PEOPLE OF THE STATE OF CALIFORNIA ex
rel. DENNIS HERRERA, SAN FRANCISCO
CITY ATTORNEY,

Plaintiff,

vs.

ACCREDITING COMMISSION FOR
COMMUNITY AND JUNIOR COLLEGES, et
al.,

Defendant.

Case No. CGC-13-533693

FINAL INJUNCTION AND JUDGMENT

This case came on regularly for trial on October 27, 2014, before the Honorable Curtis E.A. Karnow, Judge presiding. The parties, Plaintiff the People Of The State Of California (People) and Defendant Accrediting Commission For Community And Junior Colleges (ACCJC) were represented by counsel.

On consideration of the evidence presented at trial and the exhibits, designated deposition testimony and the parties' briefing and for the reasons outlined in this court's Statement of Decision filed February 17, 2015, judgment is now entered in favor of the People and against the ACCJC, as detailed here.

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INJUNCTION

Pursuant to Business and Professions Code §17203, the Court orders ACCJC to do all of the following:

1. Within 10 calendar days of the filing of this Injunction, ACCJC must serve City College of San Francisco (CCSF) with (a) a copy of this Final Injunction and Judgment and (b) written notice that City College may in writing within 15 calendar days of that service either opt in or opt out of the process outlined below (the Injunction Process). The 15 day period is subject to extension under C.C.P. § 1013, as are the subsequent time periods set out below.

2. Within the 15 day time period prescribed above, CCSF may notify ACCJC in writing if it opts into the Injunction Process. If it does not, or states in writing that it opts out, CCSF will be deemed to have opted out. If CCSF opts out of the Injunction Process, ACCJC's obligations under this Injunction will have been satisfied, except for enforcement purposes as set out below ¶ 9.

3. If CCSF opts in then, within 40 calendar days of service of CCSF's opt in notice, ACCJC must prepare a written report that clearly identifies any deficiencies in City College's compliance with accreditation standards as of June 2013 (Written Report). For each such deficiency, the Written Report must set forth the evidence as of June 2013 which supported the finding of deficiency. The Written Report must be publicly available, subject to ¶ 11.

4. CCSF should provide a written response to the Written Report within 80 calendar days of receipt of the Written Report. If it does not, it will be deemed to have opted out, and if CCSF opts out of the Injunction Process, ACCJC's obligations under this Injunction will have been satisfied, except for enforcement purposes as set out below ¶ 9. The written response must be publicly available, subject to ¶ 11.

5. On receipt of CCSF's written response prepared under ¶ 4 above, ACCJC must then promptly convene a meeting of its Commission to review the written response as well as the record as it existed as of June 2013, all in accordance with its Bylaws. The ACCJC must provide CCSF an opportunity to appear before the Commissioner at this meeting. The Commission must then determine within its lawful discretion whether to modify the decision to terminate CCSF's accreditation or affirm

1 it, and must then in writing inform CCSF of its decision. This decision must be publicly available,
2 subject to ¶ 11. When ACCJC has so informed CCSF, ACCJC will have no further obligations
3 pursuant to this Injunction except for enforcement purposes as set out below ¶ 9.

4 6. ACCJC must not remove CCSF from its present restoration status nor subject CCSF to
5 adverse consequences because CCSF chooses to follow the reconsideration procedures to which it is
6 entitled in this Injunction.

7 7. ACCJC must not finalize its termination decision until its obligations under this
8 Injunction are complete.

9 8. Nothing in this Injunction and Judgment binds CCSF except that it may as specified
10 forfeit its rights to the reconsideration provided here if it does not comply with the terms of this
11 Injunction. Nothing here affects any of CCSF's rights to challenge or appeal any ACCJC decision.

12 9. The Court reserves jurisdiction to enforce, modify or dissolve the injunction as may be
13 required by the interests of justice, and to take such actions as may be necessary or appropriate to carry
14 into effect the provisions of this Injunction and Judgment.

15 11. A party, and CCSF, may file a motion to seal items which are otherwise required to be
16 publicly available. Unless other law is applicable, the Court will apply the standards of CRC 2.550.

17 10. The preliminary injunction issued by this Court on January 30, 2014 is dissolved.

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20 Dated: February 17, 2015

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23 Curtis E.A. Karnow
24 Judge of the Superior Court
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CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

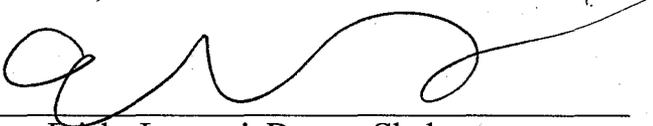
I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On February 17, 2015, I electronically served the attached FINAL INJUNCTION AND JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: February 17, 2015

T. Michael Yuen, Clerk . . .

By: _____


Ericka Larnauti, Deputy Clerk