

ACCJC 2024 Accreditation Standards

Introduction

Standard 2: Student Success — The institution provides academic and learning support programs that help students throughout their educational journeys. These programs are designed to support student success, and the institution regularly reviews student learning and achievement data to make improvements and strengthen outcomes for all students.

Example:

ACCJC Standard 2.9 - The institution conducts systematic review and assessment to ensure the quality of its academic, learning support, and student services programs and implement improvements and innovations in support of achievement for all students. **(ER 11, ER 14)**

Review Criteria:

- The institution follows established processes that include analysis of data related to student learning (i.e., outcomes assessment results) and achievement (e.g., course completions and degree/certificate completions), **disaggregated for student subpopulations and/or learning modalities as appropriate.**
- Faculty and other educators engage in dialogue about learning and achievement data, **disaggregated for student subpopulations and/or learning modalities as appropriate,** in order to guide program improvement and curriculum development, address achievement gaps, and inform institutional goal setting.
- The institution's dialogue about **disaggregated learning and achievement data** informs institutional goal setting.

Possible Sources of Evidence Could Include:

- Documentation of processes for design and evaluation of curriculum.
- **Documentation of processes for program review and outcomes assessment, including consideration of how disaggregated data are incorporated, analyzed, and used for improvement.**
- Examples of completed reviews and/or assessments outlining how results inform improvements in curriculum design, service delivery, and/or teaching and learning practices to support achievement for all students.

Eligibility Requirements for Accreditation

Introduction:

The ACCJC Eligibility Requirements define the minimum qualifications institutions must continuously meet to maintain accredited status. As an already accredited institution, we are expected to demonstrate ongoing compliance with these requirements, along with the Commission's Accreditation Standards and Policies. Compliance is regularly evaluated through the peer review process, including review of institutional reports, evidence, and supporting documentation.

Based on Standard 2.9 Requirement 11

Eligibility Requirement 11: Student Learning and Student Achievement:

The institution defines standards for student achievement and assesses its performance against those standards. For each program, the institution publishes the program's expected student learning outcomes and any program-specific achievement outcomes. Through regular and systematic assessment, it demonstrates that students who complete programs, no matter where or how they are offered, achieve the identified outcomes, and that the standards for student achievement are met.

Required Documentation for Requirement 11

- Catalog statements that establish student learning outcomes for courses, programs, and degrees.
- Student learning outcome data from educational program reviews.
- Graduation, transfer, job placement, licensure examination pass rate history, course completion, retention term to term, progression to the next course/level, and program completion data, as appropriate to the institutional mission.
- Evidence that the institution reviews meaningfully-disaggregated data, identifies achievement gaps, and engages in planning and improvement to close these gaps.

Resources:

Accrediting Commission for Community and Junior Colleges. *Accreditation Standards with Review Criteria and Evidence*. 2024, <https://accjc.org/wp-content/uploads/ACCJC-2024-Accreditation-Standards-with-Review-Criteria-Evidence.pdf>

Accrediting Commission for Community and Junior Colleges. *Eligibility Requirements for Accreditation*. <https://accjc.org/wp-content/uploads/Eligibility-Requirements-for-Accreditation.pdf>

Accrediting Commission for Community and Junior Colleges. *Accreditation Handbook*. <https://accjc.org/wp-content/uploads/Accreditation-Handbook.pdf>

i Double check that the **Learning Outcome** listed is the one you are working on.

The screenshot displays the Nuventive Solutions interface for a course named 'LT 105 - Fake S'. The main dashboard is titled 'Standard Rubric - Percent Mastery' and shows various data points and charts. A red box highlights the 'Learning Outcome' dropdown menu, which is set to 'fake S10'. The overall outcome mastery is 86.7% (n = 51). The interface includes several charts: 'Outcome Mastery by Age', 'Outcome Mastery by Race/Ethnicity', 'Outcome Mastery by Gender', and 'Outcome Mastery by Modality'. The 'Outcome Mastery by Race/Ethnicity' chart shows the following data:

Race/Ethnicity	n	%
Black	< 10	
Hispanic	< 10	65.0%
White	< 10	83.3%

The 'Outcome Mastery by Gender' chart shows the following data:

Gender	n	%
Female	< 10	83.4%

The 'Outcome Mastery by Modality' chart shows the following data:

Modality	n	%
Fully Online	< 10	86.7%

The interface also includes a sidebar with 'Result' information, a top navigation bar with 'Go to My Assignments' and 'Sign out' buttons, and a footer with '© 2024 - Nuventive, LLC - All rights reserved' and 'Privacy Policy'.

ACADEMIC SENATE ROUND TABLE: NUVENTIVE AND CANVAS

Proposed Timeline for Midterm Report

- Fall 2026 – Start Midterm Report Draft
- Spring 2027- Complete Midterm Report Draft
- Fall 2027- Governance Approval Process
- (Early) Spring 2028 – Midterm Report Due

Midterm Report Template: Reflections on Assessment on Student Learning

Provide a brief response to the following questions:

Review the results of the learning outcomes assessment. Describe any patterns or trends related to attainment or learning outcomes observable in these data that may be relevant as you implement improvements and innovation in the design and delivery of academic programs?

How does your institution disaggregate its assessment results? When you review disaggregated assessment results, what patterns or trends do you see in relation to attainment of learning outcomes for all students? What patterns or trends excite you? What patterns or trends concern you?

What actions has your institution taken/is your institution taking in response to the patterns and trends discussed above? How will you monitor the results of these actions to inform future improvements and innovations in support of successful outcomes for all students?

PRIVACY CONCERNS

Discussion with Nuventive

1. **Nuventive does not data-mine Canvas.**

- a. Nuventive cannot browse through Canvas shells, assignments, student work, or course materials.
- b. Nuventive doesn't pull individual course information. Nuventive doesn't pull individual instructor information. Nuventive doesn't pull individual assignment information.
- c. The only Canvas information Nuventive sees is what Instructure makes available through Canvas Data 2.
- d. Nuventive only receives data when SDCCD specifically requests a report. If the District doesn't request it, Nuventive can't see it.
- e. Nuventive does not use Canvas data for marketing, advertising, or profiling.
- f. Here is the link to the Nuventive Privacy Policy from the screenshot reference below.

<https://nuventive.com/privacy-policy/>

PRIVACY CONCERNS

Discussion with Nuventive Cont.

2. **Mesa owns all data, and Nuventive is contractually restricted in how it can use it.**

- a. The contract states clearly that all Canvas-related data belongs to the college, not to Nuventive.
- b. Nuventive cannot sell, share, or repurpose any personal information. Data use is limited strictly to providing the services we pay for.
- c. Confidentiality clauses in the contract (Section 6, Section 1.1, and 1.7) require that all district data remains protected and stays the property of SDCCD.
- d. The only circumstances where Nuventive is allowed to use district data are narrow and controlled (Section 3.3.2), such as: providing the contracted services, performing security or maintenance, complying with law, or protecting against unlawful activity.
- e. If Nuventive were ever acquired by another company, the contract gives SDCCD the right to terminate the agreement (Section 16.1).
- f. If the agreement is terminated, Nuventive must return or delete all district data (Section 2.4).
- g. These protections directly address the concern that data could be sold, used for advertising, or exploited by a future buyer.

PRIVACY CONCERNS

Discussion with Nuventive Cont.

3. **Nuventive meets rigorous third-party security and privacy standards.**

- a. Nuventive is fully SOC 2 Type II certified: one of the highest, independently audited standards for data privacy and security.
- b. SOC 2 Type II verifies that Nuventive follows strict controls for confidentiality, privacy, system integrity, and data protection.
- c. This external certification directly addresses concerns about course materials or student data being vulnerable to data mining or theft.
- d. SDCCCD's District IT can confirm what SOC 2 Type II means in practice and why it matters for educational software.

CONTRACT LANGUAGE

Discussion with Nuventive Cont.

1. **Contract Paragraph Section 1.7**

a. "Personal Data" means any personally identifiable information relation to any Users of the software Products or other individuals that is transferred to or stored on.

2. **Confidentiality paragraphs 6.1 through 6.3.4**

a. **6.1: Treatment of Confidential Information:** Each party agrees that: (a) except as otherwise provided under Applicable Law, it will hold all Confidential Information it obtains from the other party in strict confidence and permit use of such Confidential Information solely as permitted under this Agreement; and (b) it may disclose the disclosing party's Confidential Information only to the receiving party's employees, contractors and agents as necessary to perform its obligations under this Agreement.

b. **6.2 Equitable Remedy:** In the event of a breach or threatened breach of a party's obligations under this Section 6, the non-breaching party will be entitled, in addition to other remedies available, to appropriate equitable relief, without the necessity of posting bond or other security.

c. **6.3 Security and Data Breach:**

i. **6.3.1 Data Center Security:** All Licensee Data stored or at rest in any data centers hosting the Software Services, or in transport, will be encrypted and will not be transferred (except with Licensee's prior consent) outside the United States. Nuventive will implement reasonable security standards, but in no event less than industry standards, to protect the security of data stored in data centers provided by Nuventive or its Third-Party Providers.

ii. **6.3.2 Data Safeguards:** Nuventive agrees that it will access and use Licensee Data solely to perform its obligations in this Agreement and as permitted by this Agreement. Nuventive will maintain appropriate physical, technical, and administrative safeguards to protect the security of Licensee Data in its possession or under its control.

iii. **6.3.3 Data Breach:** If Nuventive becomes aware of a data breach regarding any Licensee Data in Nuventive's possession or control, Nuventive shall: (a) promptly notify Licensee in writing; (b) cooperate with Licensee to mitigate such data breach; and (c) comply with Applicable Law.

iv. **6.3.4 Personal Data:** All Personal Data to which Nuventive has access under this Agreement will remain the property of (or subject to the rights of the data subject. Licensee hereby consents to the use, processing and/or disclosure of Personal Data only to the extent necessary for Nuventive in performance of this Agreement, or as required by applicable law including California law.

CONTRACT LANGUAGE

Discussion with Nuventive Cont.

Definitions on **Confidentiality Information 1.1:** means all information or material of a party that, from all relevant circumstances, reasonably should be assumed to be confidential and proprietary. Each party's Confidential Information shall remain the exclusive property of that party. Confidential Information of Nuventive includes, but is not limited to, the Software Products, Professional Services, Documentation in all forms, and the terms and conditions of this Agreement (including pricing and the terms of Order Forms and Work Orders). Confidential Information does not include information or material that: (a) is or becomes generally known to the public by any means other than a breach of the receiving party's obligations; (b) was previously known to the receiving party or rightly received by the receiving party from a third party; (c) is independently developed by the receiving party; (d) is subject to disclosure under court order or other lawful process, provided that the receiving party gives the disclosing party sufficient prior notice to contest such order or process; or (e) must be disclosed or made public under any applicable law, or any requirements of any applicable government authority.

Limited rights granted to Nuventive section 3.3.2: Licensee grants to Nuventive, its employees and contractors the right to use or share Licensee Data: (a) to perform its obligations under this Agreement, system maintenance and other management or audit functions; (b) when reasonably necessary to identify, contact or bring legal action against any person who may interfere with Nuventive's or a third party's rights or property; (c) when required by Applicable Law or when such Licensee Data is or may be used for an unlawful purpose; (d) as permitted under Nuventive's privacy policy(ies); and (e) with an acquirer of Nuventive's business relating to any Software Product(s) subject to the acquirer being bound by the terms of this Agreement.

Assignment section 16.1: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the non-assigning party. Any attempt by a party to assign such rights or obligations shall be void. Notwithstanding the foregoing, Nuventive may assign this Agreement to any entity succeeding to all or substantially all of the business or assets of any Nuventive line of business by a merger or other similar transaction, or by the sale or acquisition of assets; provided that if the assignee is objected to by Licensee, Licensee, for a period of 30 days after being notified of such assignment or prospective assignment, will have the right to terminate this Agreement by notice to Nuventive. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.