Policies

Introduction

Cyber High is an online high school curriculum program that is designed to supplement students' efforts to earn credit toward graduation. The program originated in 1978 as the California PASS Program offering text-based curriculum. Cyber High is fully owned and operated by the Fresno County Superintendent of Schools ("FCSS").

Cyber High meets California State Content Standards and Frameworks and is Common Core aligned. Courses are available in: (1) Language Arts; (2) Mathematics; (3) Science; (4) Social Studies; (5) Life Skills; (6) Art, (7) Health Education; and (8) Foreign Language. The majority of core courses meet the University of California's a-g requirements.

This Policy Manual has been developed to assist Cyber High users to familiarize themselves with the program's policies and suggested procedures. This manual is divided into subject areas, each of which contains a group of related policies.

These Program Policies may be subject to change.

Exam PolicyExam Integrity

An exam is the final assessment for a course Unit; it is not a diagnostic tool. All exams must be taken under the direct supervision of an authorized, certificated staff member. Before approving a student to take an exam, the teacher of record should ensure that the student is well prepared. Reviewing a student's Quiz Detail report and the completed activity pages will assist with this process. In the event that a test is given to a student for purposes other than the final assessment, the integrity and credibility of the Cyber High program would be violated. It is the position of Cyber High that such an action would constitute negligence on the part of any individual engaged in such an endeavor. If such an activity is discovered, it is appropriate for the local school district to take immediate action to rectify the situation and to deal with any such offender in accordance with District Policy.

Each Final Exam is designed to measure student mastery of the curriculum content. It is an official document that must be utilized as a final assessment to generate semester grades. Any misuse of this policy may be subject to disciplinary action.

Approving an Exam

When a teacher approves a student to take an exam, the student has ten minutes to begin. If the student does not start the exam within the allotted time, the approval will expire and it will not count as an exam attempt. If the approval expires, the teacher may re-approve the exam for the student. A maximum of two exams may be approved at any given time.

Taking an Exam

Once a student opens an exam, it counts as an attempt regardless of the outcome. This means that whether a student passes or fails an exam, quits an exam, or lets an exam expire (by not completing it within two weeks), it will count as an attempt. Please note that if a student is unable to complete an exam in one session, the student may close the browser without losing the answers. Whether the student closes the browser intentionally during an exam or the exam session terminates for any reason, the answers are saved and the student can log back in to resume the exam. If the exam is resumed more than fifteen minutes after the browser is closed, the student will be prompted with a teacher login window to ensure a teacher is present during the resumed session.

Exam Attempts/Course Completion Criteria

By default, a student is permitted one retake of a Unit exam only if the first attempt is failed and the course has not yet been completed; however, a site staff member having the Principal role has the option to increase the number of available exam attempts to 3, 4, 5, or unlimited.

Once a Unit exam is passed, only the passing score is counted, and no more exams can be taken for the Unit. A course is passed when all five Unit exams are completed, at least four of the five Unit exams are passed with a passing score, and the average of the highest score for all five Units is passing. The default passing score in Cyber High is 60%; however, a school's Cyber High Administrator may increase the percentage. For example, a student who completed a course despite failing the Unit 5 exam can still earn a passing score of 60%: The student receives the following scores: Unit 1: 50%, Unit 1 Retake: 70%, Unit 2: 70%, Unit 3: 70%, Unit 4: 70%, Unit 5: 50%. The course grade is calculated as follows: (70 + 70 + 70 + 70 + 50) ÷ 5 = 66. The course is passed with an average score of 66% and, therefore, the Unit 5 exam cannot be retaken.

Please note that Cyber High is an online curriculum program that offers grading services, but we are not a school. As a result, Cyber High does not issue credit. When a student successfully completes a course, an

Official Grade Report is mailed to the student's school of record. The school, as the credit-bearing institution, adds Cyber High courses to their approved course list, then posts the credit on the student's transcript as coming from their school.

If it is determined that a student will be unable to meet Cyber High's course completion criteria, then the student's course can be removed from their Course Menu to prevent further study. At that point, the teacher can request a Partial Grade Report be sent for the student by clicking: Menu > Main > My Students. Search for the student, click the name link, and go to Order Grade Report.

Extra-Credit

Students can earn 4% extra credit on the designated writing assignment in each Unit to apply toward their final Unit grade. For the student to earn this extra credit, the student **must** submit the essay **and** the essay **must** be graded as "Proficient" or better before the final Unit exam is approved. There are no exceptions to this policy. Teachers do not determine the points awarded to the student. All students completing the essay with a score of Proficient or above will be awarded 4% extra credit; however, students may not earn a Unit score over 100%. For example, if a student earned 4% extra credit on the designated essay and the student earned a 98% on the final Unit exam, the student would only be awarded 2% for that Unit essay; however, if that same student received a score of 96% on the final Unit exam, he or she would receive the full 4% extra credit and receive a final Unit grade of 100%.

Scoring an Exam

Cyber High scores exams and course grades on a percentage basis. Letter grades are not issued to allow each school more flexibility in assigning its own letter grades.

Privacy Policy

The Fresno County Superintendent of School's ("FCSS") Cyber High program ("Cyber High") is committed to protecting the privacy of its student users. Because Cyber High gathers certain types of information about the student users of services available through Cyber High, FCSS desires to make each student user fully aware of the terms and conditions surrounding the protections of the information collected. The following discloses the information gathering and dissemination practices for Cyber High.

Information Collected through Cyber High Program

Students of school districts that contract with the Cyber High program must enroll in Cyber High courses through their Cyber High program teacher at their home school district(s) ("district Cyber High teacher"). Information collected regarding students enrolling in the Cyber High program includes, but is not limited to, the following: student's first and last names, birthdate, enrollment date, home school, migrant region (if applicable), email address (not required), grade, gender, ethnicity, name of course(s), number of quiz and exam attempts, quiz and exam scores, percentage of correct activity answers, and final unit and and course grades. All information regarding Cyber High students is collected and inputted into the Cyber High system by Cyber High teachers.

What Cyber High Does with the Collected Information

Student users are only allowed to login to the Cyber High system to access course curriculum, materials, and take tests and/or quizzes through their district Cyber High teachers. Student users do not have access to any student information.

Once a student user is allowed to login to the Cyber High system by his/her district Cyber High teacher, he/she will be identified to teachers and other students within the same school district in that course by username in areas such as discussion forums, participation in which may be required in such course. Every Cyber High student user is notified through this policy that any information that is disclosed in these areas becomes available to the teachers and other students in that course, and each student user should exercise caution when deciding to disclose personal information. Cyber High cannot control how others may use personal information disclosed by student users in such forums.

District Cyber High teachers and other Cyber High staff monitor and respond to email from Cyber high student users and monitor and participate with student users in course discussion forums, and/or emails to ensure compliance with Cyber High rules of conduct.

Cyber High shall comply with all applicable federal and state laws that relate to the security, confidentiality, privacy, dissemination, retention, or destruction of student records/information. Cyber High does not disseminate any personally identifiable student information. Only a student's district Cyber High teacher, site administrator, and Cyber High staff have access to student's personally identifiable information. Cyber High grade reports are sent to each student's home school district registrar when each course is completed. Partial grade reports may also be ordered and shared with the student's home school district if the student does not need five course credits. Other than to Cyber High and each student's home school district teacher/staff as set forth herein, personally identifiable student information is not shared with or otherwise disclosed to any third parties except when obligated to do so by law, court order and/or valid subpoena.

Students participating in Cyber High are to refrain from the following:

- Cheating
- Plagiarism
- Lying
- Falsifying records
- Distributing Cyber High copyrighted material.
- Providing assistance or obtaining assistance from other students when completing activities, and projects without the express written permission of your contact teacher or with prior consent of the PASS Program Director.
- Providing assistance or obtaining assistance from other students when completing quizzes or exams.
- Initiating or participating in bullying or inappropriate behavior towards other students.
- Using foul, inappropriate or offensive language or behaviors.
- Violating the safety of other students.
- Providing personal information about yourself or request personal or identifying information about other students.
- Impeding the learning process of other students participating in the Cyber High program.
- Disrespecting others, especially when you disagree with them.
- Harassing others or engaging in personal attacks.
- Using racial, ethnic or religious slurs, or hate speech.
- Stereotyping of any kind (sexual, gender, etc.)
- Sharing personal information about another user.

When collaborating within Cyber High, adhere to the following:

- Behave responsibility when utilizing collaborative tools.
- Create projects that are relatively free of bias.
- Do not gang up with anyone in attacking another user.
- View projects other students have created and comment on those projects respectfully.
- Be fair to other students and respect their rights and beliefs.
- Be respectful to other students regardless of race, ethnicity, socio-economic status, sexual orientation, or religious beliefs.
- Refrain from using inappropriate language, threatening behaviors, negative or overly biased comments. This includes but is not limited to foul language, racial slurs, stereotyping, personal insults, or insults toward projects other students have created or against the Cyber High program or its curriculum.
- Collaborative exercises cannot be used to buy or sell materials or paraphernalia of any kind.
- Do not use your full name or attempt to obtain the full name or any other identifying information of other students or provide that information about yourself to others.
- Do not initiate or participate in any gang-related activities or produce or distribute gang signs, or paraphernalia.
- Do not engage in plagiarism or cheating of any kind.
- If you post something controversial, be prepared for others to disagree with your position.
- No flaming; don't post something just to get someone mad.

- No soliciting: don't ask other users for help in the form of money, gifts or donations.
- Do not include advertisements or promotions in your posts.
- No posting of nude, suggestive or provocative photographs/images.
- If you suspect that someone using the site is not who they say they are or is an imposter or otherwise not a legitimate user, please report the problem so we can deal with it.
- Help keep the Cyber High community a nice place to visit by reporting any problems you observe on the site, including posts that break these rules. One way to do that is to use the "Flag" icon.
- Do not engage in any criminal or illegal behavior in Cyber High or encourage any other user to do so.
- If you want to discuss Cyber High policies please e-mail us at **support@cyberhigh.org**.
- Be clear and courteous in your electronic communication with others. Respond to all email messages from your teacher in a timely fashion.
- Think Twice, post once.

Any student found to be in violation of the Rules of Conduct may be disciplined, up to and including, dismissal from participation in the Cyber High program.

Identical Scores

The Cyber High System can determine if two or more students received an identical score for the same unit exam. The teacher(s) who approved the students' exams will be notified by e-mail for each occurrence. In addition, school staff can view the Identical Scores report to see all identical scores earned at a school for a given date range. If abuse is discovered, the students will be deactivated and a message will be sent to their teacher and principal. If abuse is confirmed, the student will receive a zero on all exam attempts for that unit and will not have the opportunity to retake the exam.

Off Campus Use of Cyber High

Each school and district makes the determination whether or not Cyber High can be used off campus. It is recommended that the district legal department read the complete Cyber High Terms of Use /Licensing Agreement to access any potential liability issues.

With Internet access, comes the availability of material that may not be considered to be of educational value in the context of the academic setting. On a global network it is impossible to control all materials and an industrious user may discover inappropriate information.

Cyber High/FCSS will not be responsible for any damages suffered accessing the Internet. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information is at the users own risk. Cyber High/FCSS is not responsible for the accuracy or quality of information obtained.

Terms of Use/Licensing Agreement

Cyber High User Agreement & Conditions

ACCESS LICENSE AND WARRANTY TO CYBER HIGH

Read this agreement carefully before accessing Cyber High.

User Agreement

This agreement governs the access license held by your School/District (hereinafter “USER”) to the Cyber High On-Line Curriculum (hereinafter “Cyber High”) developed, copyrighted, owned, and maintained by the Fresno County Superintendent of Schools ("FCSS").

1. By USER accepting the Cyber High terms of use, USER indicates that USER has read, understood, and accepts the terms and conditions of this agreement.

2. USER has purchased access to one or more Cyber High courses in a separately executed agreement between USER and FCSS. FCSS grants USER limited, non-exclusive, non-commercial, non-transferrable use of Cyber High. Cyber High reserves all rights not expressly granted to USER; ownership of Cyber High, and its associated proprietary rights, is retained by the FCSS.

3. USER agrees that FCSS has no liability or obligation for any damages, delays, or failures to perform their obligations under this Agreement as a result of any causes or conditions beyond their reasonable control.

4. USER agrees not to copy, sell, lease, rent, distribute, or transfer the Cyber High curriculum or exams to others.

5. Cyber High curriculum and exams are intended to be used together. It is a violation of this agreement to access Cyber High curriculum if the USER does not have current access to exams.

6. USER must confirm that students are at the school site when attempting an exam. If the location of the student cannot be verified, USER will be required to login to the student computer before the student can proceed. FCSS have taken precautions to ensure that the integrity of the exam taking process; however, it is the responsibility of the USER to ensure that the student is at the school and in the presence of a credentialed teacher when attempting the final unit exams.

7. USER agrees not to attempt to or assist another person to circumvent, reverse engineer, decompile, disassemble, tamper with, or otherwise test the vulnerability of the Cyber High network or any network connected to the Cyber High network.

8. USER understands that the FCSS will use reasonable efforts to protect the privacy and integrity of the Cyber High resources.

9. USER agrees not to allow any student, individual, or other end user to attempt any of the Unit Exams included in Cyber High without a review of unit work by credentialed or authorized personnel to determine end user's readiness for the Unit Exam. Additionally, all Unit Exams must be conducted in the presence of authorized, credentialed personnel, and the identity of the individual undergoing the testing has been authenticated by USER. User agrees to protect the integrity of Cyber High Unit Exams.

10. DISCLAIMER/WARRANTY. FCSS DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SERVICE OR SUPPORT UNDER THIS LICENSE OR THE SYSTEM OR ANY OF ITS PARTS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FCSS/CYBER HIGH PROGRAM EXPRESSLY DOES NOT WARRANT THAT ANY SOFTWARE OR THE SYSTEM SUBJECT TO THIS LICENSE OR ANY OF ITS PARTS WILL BE ERROR FREE, UNINTERRUPTED, AND FREE OF VIRUSES OR OTHER UNEXPECTED OR HARMFUL COMPONENTS.

11. SYSTEM PROVIDED "AS IS". FCSS HEREBY NOTIFIES USER AND USER EXPRESSLY ACKNOWLEDGES THAT THE SYSTEM IS PROVIDED TO USER "AS IS." FCSS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, TO INCLUDE, BUT NOT BE LIMITED TO, WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND ALL OTHER TORTS.

12. FCSS IS NOT RESPONSIBLE FOR THE CONFIDENTIALITY OF DATA OR ANY UNAUTHORIZED ACCESS TO USER'S DATA.

13. In no event will the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their directors, officers, agents, or contractors be liable for any indirect, consequential, special incidental, or punitive damages arising from USER's access to and use of Cyber High.

14. This License may be amended only by written agreement of both parties.

15. Any unauthorized modifications made to Cyber High by USER shall immediately terminate any warranties given to USER and will terminate the License as well. Any and all costs for corrections that FCSS must make to Cyber High by virtue of USER's unauthorized modification shall be billed to, and paid for, by USER.

16. This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements of the parties with respect to the subject matter.

17. Neither party may assign its interest in this License without the express, written consent of the other.

18. The laws of the State of California shall govern the rights and obligations of the parties under this License. If any part of this License is found to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the License. The venue for any claim being brought for breach of this Agreement shall be in Fresno County or as appropriate in the U.S. District Court for the Eastern District of California, Fresno Division.

19. USER's rights to use the Cyber High program and the rights under this agreement will terminate, if USER fails to comply with any term(s) listed herein.

20. By USER accepting the Cyber High terms of use, User indicates that USER has read, understands, and agrees to be bound to all terms and conditions of this Agreement.

21. Responsibility for User Activity: USER is responsible for all activities that occur in Student accounts and for compliance by students with these Terms of Use. USER will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Student Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Application, and notify FCSS promptly of any such unauthorized access or use; and (iii) in connection with this Terms of Use Agreement, comply (and ensure compliance by Students) with all applicable local, state and federal laws, rules and regulations.

22. FCSS will not be responsible for any damages suffered accessing the Internet. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by negligence, errors or omissions. Use of any information is at the users own risk. FCSS is not responsible for the accuracy or quality of information obtained.

Other Restrictions. You must not lease, loan or transfer Cyber High access in any way. You may not modify, reverse engineer, decompile or disassemble the program.

District, Agency, Provider, Charter School, Organization, University, Private School policy. It is the responsibility of the purchasing entity to recognize and adhere to the user restrictions described above. It is also important for all employees with access to the curriculum to understand that unauthorized copying exposes the individual and district to civil and in some cases criminal penalties. By USER accepting the Cyber High terms of use, USER indicates that USER has read, understood, and accepted the terms and conditions of this agreement.

If you have questions about this agreement, do not accept the Cyber High Terms of Use; contact the Cyber

High at **support@cyberhigh.org**. Maintain a copy of this Agreement for your records.

Course Information
Cyber High Course Approval

Course approvals expire after 30 days of inactivity. This results in a student's course being removed from their Course Menu. Should this occur, a teacher may simply re-approve the course and the student may continue where he or she left off. Once a student completes a course, it can no longer be accessed from the Courses Menu.

Course Completion

A student is permitted one retake of a unit exam only if the first attempt is failed and the course has not yet been completed. If a student retakes a unit exam, only the passing score is counted. A course is passed when all five unit exams are completed, at least four of the five unit exams are passed with passing score or higher, and the average of the highest score for all five units is passing or higher. The default passing score in Cyber High is 60%. However, a school's Cyber High Administrator may increase this percentage. Here is an example of a student who completed a course despite failing her Unit 5 exam. Given a default passing score of 60%, a student receives the following scores: Unit 1: 50%, Unit 1 Retake: 70%, Unit 2: 70%, Unit 3: 70%, Unit 4: 70%, Unit 5: 50%. The course grade is calculated as follows: (70 + 70 + 70 + 70 + 50) ÷ 5 = 66. The course is passed with an average score of 66% and, therefore, the unit 5 exam cannot be retaken.

Please note that Cyber High is an online curriculum program that offers grading services but it is not a school. As a result, Cyber High does not issue credit. When a student successfully completes a course, an official grade report is mailed to the student's school of record. The school, as the credit bearing institution, posts the credit as coming from their school.

A course can only be taken once per student. It cannot be retaken to improve the grade. When a course is passed, grades are automatically mailed the following business day after completion except during the summer months between mid-June and the end of July. During this time, grades are held while registrars are out of session and they are mailed the first week of August. If a course is not passed, then grades for partial work completed may be ordered within Cyber High at Menu > Main > My Students. Here the teacher searches for a student, clicks their name link, and goes to Order Grade Report.

Account Management

As a courtesy to purchasing users, Cyber High offers accounting tools and reports. These features are intended to facilitate administration and track exam usage at school and district levels. Districts and schools can purchase exams. Districts have the option of purchasing a district level pool or purchasing for a specific school or schools. District level pools allow all schools within the purchasing district to use available exams on a first come first served basis. Districts can elect to purchase a specific number of exams for one or more schools that can be used by the school only. These types of purchases are considered school level purchases. School level purchases supersede purchases from district exam pools. Cyber High automatically determines which source, district or school, an exam is used from when the student commences an exam.

Exam purchases, like monetary deposits, are placed in an account to be used by the school or district at will. Multiple entities can purchase exams for a single school or district. Cyber High is not responsible for the administration of exams or exam usage by school personnel. It is the responsibility of the purchasing agent to ensure that school personnel are adequately trained to administer exams in accordance with school guidelines. Cyber High is not liable for the misuse of purchases.

Middle School Policy

Cyber High is a high school program; therefore, all participating students must be enrolled in grades nine through twelve to receive high school credit. Cyber High does permit enrollment of middle school students. However, middle school students who take Cyber High courses will not be sent a grade report of completed coursework until they are enrolled in ninth grade. Upon enrollment in ninth grade, a grade report of previously completed coursework can be sent, upon request, to the registrar of the high school of record. It would then be the responsibility of the high school registrar to issue credit appropriately for these students in accordance with school policy.

Cyber High Curriculum is Copyrighted Material

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyright material. The Cyber High Curriculum Material is protected by United States copyright law. Therefore, you must treat the Cyber High Curriculum Material like any other copyrighted material. It is the user's responsibility to ensure that his or her use of copyrighted material does not infringe upon the copyright holder's rights. Unauthorized reproduction of the Cyber High Curriculum Material or portions thereof is strictly prohibited. Cyber High Curriculum Material may not be reproduced for profit without express written permission.

For additional clarification you may contact:

Cyber High
2840 E. Floradora Ave.
Fresno, CA 93703
(800) 987-PASS
support@cyberhigh.org