



**Fresno County  
Office of Education**



CALIFORNIA PASS PROGRAM • Migrant Education • Carol J. Lopez, State Director

***PASS/Cyber High  
Policy Manual***



*California Department of Education  
Achieving Schools Award for Academic Excellence*



CALIFORNIA  
**PASS**  
PROGRAM

## Table of Contents

Introduction.....	3
Exam Policy.....	4
Identical Scores.....	5
Home Use.....	6
Terms of Use.....	6
Scantron Use.....	8
Course/Quiz Approval.....	9
Account Management.....	9
Middle School Policy.....	10

Last updated 12/6/11

## **Introduction**

The Portable Assisted Study Sequence (PASS) program began in California in 1978 and is accredited by Roosevelt High School, under the auspices of Fresno Unified School District. The California PASS Program is administered by the Fresno County Office of Education and the California Department of Education, Migrant Division. The PASS Program is a nation-wide high school program for migrant students in grades 9-12. It is designed to provide *portable* units of study to supplement the efforts of migrant high school students to earn credit toward graduation.

The mission of the PASS Program is to provide academic core and elective course work that is aligned with California State Content Standards and Frameworks, and to promote critical thinking opportunities through dynamic and interactive assignments. The PASS Program courses have been divided into: (1) English language arts; (2) mathematics; (3) science; (4) social studies; (5) life skills; and (6) art and health education. Selected courses also meet the University of California's a-g requirements.

Cyber High is the sister program to PASS and utilizes an electronic curriculum delivery system. Cyber High integrates educational curriculum and technology by using the power of the Internet to break down barriers and provide students with opportunities and resources not possible in the traditional educational setting.

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

These Program Policies may be subject to change.

# Exam Policy

## Exam 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. PASS Workbook users may test using the online exam or the paper exam with the Scantron form. 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 PASS Program would be violated. It is the position of the PASS Program 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 credit. Any misuse of this policy may be subject to disciplinary action.

## Approving an Online Exam

When a teacher approves a student to take an exam, the teacher decides how long the student has to begin the exam. 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 Online Exam

Once a student opens an exam, it counts as an attempt regardless of the outcome. This means that if a student passes or fails an exam, quits an exam, or lets an exam expire (not completed within two weeks), it will count as an attempt. Please note that if a student's Cyber High session terminated for any reason, the answers are saved and the student can log back in to resume the exam.

## Exam Attempts/Final Course Grade

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 a score of 60% or higher, and the average of the highest score for all five units is 60% or higher. For example, 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:

$(70 + 70 + 70 + 70 + 50) \div 5 = 66$ . The course is passed with an average score of 66% and therefore, the unit 5 exam cannot be retaken.

## Scoring an Exam

A score of 90 - 100% is an "A", 80 - 89.9% is a "B", 70 - 79.9% is a "C", 60 - 69.9% is a "D", and a score below 60% is an "F". A score of 60% ("D") or higher is required to pass an exam.

## **Transcripts**

A student's five-credit transcript will be automatically mailed the following work day after completion of every course. However, during the summer months, transcripts are held from mid-June to early-August and mailed prior to the opening of the new school year. Partial transcripts are not sent automatically and may be requested online from the Cyber High Management section. Official transcripts are mailed exclusively to the school's registrar.

## **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.

## **Home Use of Cyber High**

Each school and district makes the determination whether or not to install Cyber High on home computers. It is recommended that the district legal department read the complete Cyber High Terms of Use /Licensing Agreement on page 7 to access any potential liability issues.

Below are please find excerpts from the licensing agreement related to home use:

“You must not lease, loan or transfer the software in any way. You may only use the software personally on computers owned, leased or used by the District, Agency, Provider, Charter School, Organization, University, Private School, or on a portable or home computer as set forth above. You may not modify, reverse engineer, decompile or disassemble the software.”

“Downloading the Cyber High Browser indicates that you are an agent of your School/District, and as agent, the School/District agrees to abide by the conditions stated herein”.

“USER agrees not to copy, sell, lease, rent, distribute, or transfer the Cyber High program to others”.

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

# Terms of Use/Licensing Agreement

## Cyber High User Agreement & Conditions

### ACCESS LICENSE AND WARRANTY TO CYBER HIGH

Read this agreement carefully before downloading the Cyber High Browser. Downloading the Cyber High Browser indicates that you are an agent of your School/District, and as agent, the School/District agrees to abide by the conditions stated herein. If you have questions about this agreement, do not download the Cyber High Browser; contact Russ Chinn at [rchinn@fcoe.org](mailto:rchinn@fcoe.org).

### 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 doing business as the Fresno County Office of Education and the California PASS Program (hereinafter “FCOE/California PASS Program”)

1. By USER installing the Cyber High Browser, 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 FCOE/California PASS Program. FCOE/California PASS Program 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 FCOE/California PASS Program.
3. USER agrees that FCOE/California PASS Program 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 program to others; create a derivative work of the Cyber High program; or to reveal benchmark tests. 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.
5. USER understands that the FCOE/California PASS Program will use reasonable efforts to protect the privacy and integrity of the Cyber High resources.
6. USER agrees not to allow any student, individual, or other end user to attempt any of the Unit Tests included in the Cyber High Browser without a review of unit work by authorized credentialed personnel to determine end user’s readiness for the test. Additionally, all Unit Tests must be conducted in the presence of authorized, credentialed personnel, and the identity of the individual undergoing the testing has been authenticated by USER.
7. **DISCLAIMER/WARRANTY. FCOE/CALIFORNIA PASS PROGRAM 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. FCOE/CALIFORNIA PASS 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.

8. SYSTEM PROVIDED "AS IS". FCOE/CALIFORNIA PASS PROGRAM HEREBY NOTIFIES USER AND USER EXPRESSLY ACKNOWLEDGES THAT THE SYSTEM IS PROVIDED TO USER "AS IS." FCOE/CALIFORNIA PASS PROGRAM 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.
9. FCOE/CALIFORNIA PASS PROGRAM IS NOT RESPONSIBLE FOR THE CONFIDENTIALITY OF DATA OR ANY UNAUTHORIZED ACCESS TO USER'S DATA.
10. In no event will the Fresno County Superintendent of Schools, FCOE/California PASS Program, 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.
11. This License may be amended only by written agreement of both parties.
12. 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 FCOE/California PASS Program must make to Cyber High by virtue of USER's unauthorized modification shall be billed to, and paid for, by USER.
13. 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.
14. Neither party may assign its interest in this License without the express, written consent of the other.
15. 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.
16. 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.
17. USER acknowledges that he has read, understands, and agrees to be bound to all terms and conditions of this License upon installation of the Cyber High Browser.

If you have questions about this agreement, do not download the Cyber High Browser; contact Russ Chinn at [rchinn@fcoe.org](mailto:rchinn@fcoe.org). Maintain a copy of this Agreement for your records.

Other Restrictions. You must not lease, loan or transfer the software in any way. You may only use the software personally on computers owned, leased or used by the District, Agency, Provider, Charter School, Organization, University, Private School, or on a portable or home computer as set forth above. You may not modify, reverse engineer, decompile or disassemble the software.

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 software to understand that unauthorized copying exposes the individual and district to civil and in some cases criminal penalties. If there are any questions regarding the license, please contact the PASS Program representative at [rchinn@fcoe.org](mailto:rchinn@fcoe.org).

## **Scantron Use**

1. A Scantron test must be taken in the presence of certificated personnel. Students should be supervised during the administration of the exam(s).
2. It is critical that all student information on the Scantron form be filled in completely and correctly. Especially important is the certificated teacher's signature who administered the exam. Incomplete exams cannot be processed and will be held in a "pending file.
3. It is highly recommended that the local PASS contact person make a copy of each exam before sending it to the PASS Program Office. In the event that a test does not reach the PASS office, the local contact person can then re-mark and resubmit the exam so that the student does not have to retake it. Scantron exams cannot be faxed; they must be sent by mail.
4. The Scantron exam is sent to the PASS Program Office where it is scored and posted in a timely manner.
5. Once the exam is posted, it becomes part of the official permanent record and cannot be deleted or changed. This policy is consistent with the accreditation agreement with Fresno Unified School District.

## **Course and Quiz Approval**

### **Course Approval**

The content of the Cyber High and Workbook material may vary. For this reason, students must work in one curriculum format per unit.

### **Cyber High Course Approval**

Students can be approved for a maximum of two courses at one time. Course approvals do not have a time limit and do not expire. Course approvals are removed when a student completes a course.

### **Workbook Course Approval**

The supervising teacher is responsible for aligning Workbook course selection with the online exam approval policy.

### **Quiz Approval**

#### ***Cyber High Quizzes***

Cyber High quizzes are embedded in the coursework and do not require additional approval.

#### ***Workbook Quizzes***

Workbook students have access to quizzes via the Cyber High software. Students must be approved for Workbook Quizzes. Students can be approved for one unit of Workbook quizzes for a course and can be approved for a maximum of two Workbook courses at one time.

## **Account Management**

As a courtesy to purchasing users, the California PASS Program 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. The PASS Program 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. The PASS Program is not liable for the misuse of purchases.

## **Middle School Policy**

PASS and Cyber High are high school programs. Therefore, all participating students must be enrolled in grades nine through twelve to receive high school credit from Roosevelt High School, Fresno Unified School District. However, the California PASS Program permits enrollment of middle school students. Middle school students do not receive high school credit. As a result, middle school students who take PASS or Cyber High courses will not be issued credit earned until enrollment in ninth grade. Upon enrollment in ninth grade, credits earned previously in a PASS or Cyber High course can be sent, upon request, to the registrar of the high school of record. It would then be the responsibility of the school registrar to issue credit appropriately for these students in accordance with school policy. Credits earned while a student was participating in a middle school program are non-distinguishable from credit earned after high school enrollment. Registrars must determine the validity of credits based on the date the credit was earned.