

No. \_\_\_\_\_



## UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC** \_\_\_\_\_ Second Reading of (LOCAL) Policies in Update 80

**SUBMITTED BY:** \_\_\_\_\_ Gloria S. Rendon \_\_\_\_\_ **OF:** \_\_\_\_\_ Superintendent's Office

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** \_\_\_\_\_ October 17, 2007

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Second Reading of (LOCAL) Policies in Update 80

|             |   |
|-------------|---|
| BBFA(LOCAL) | ETHICS - CONFLICT OF INTEREST DISCLOSURES                                 |
| CPC(LOCAL)  | OFFICE MANAGEMENT - RECORDS MANAGEMENT                                    |
| DBA(LOCAL)  | EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CREDENTIALS AND RECORDS        |
| DBD(LOCAL)  | EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST           |
| DCD(LOCAL)  | EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT                                 |
| DCE(LOCAL)  | EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS                           |
| DFBB(LOCAL) | TERM CONTRACTS - NONRENEWAL   |
| DN(LOCAL)   | PERFORMANCE APPRAISAL   |
| EEJB(LOCAL) | INDIVIDUALIZED LEARNING - CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION |
| EIF(LOCAL)  | ACADEMIC ACHIEVEMENT - GRADUATION   |

**RATIONALE:**

**BUDGETARY INFORMATION**

**BOARD POLICY REFERENCE AND COMPLIANCE:**

New

United ISD  
240903

ETHICS  
CONFLICT OF INTEREST DISCLOSURES

BBFA  
(LOCAL)

Each Board member shall provide in a timely manner to the District information necessary for the District's annual financial management report. [See BR]

OFFICE MANAGEMENT  
RECORDS MANAGEMENT

CPC  
(LOCAL)

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records Management Officer, as prescribed by Local Government Code 203.023
- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–.204 [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

DOCUMENT  
DESTRUCTION  
PRACTICES

The District shall follow its records management program regarding document destruction. However, the District shall preserve documents, including electronically stored information, and suspend routine record destruction practices as applicable according to procedures developed by the records management officer:

1. In the event of pending or reasonably anticipated litigation;
2. In the event of an investigation by a federal agency or department or any bankruptcy case; or
3. In the event of a public information request.

Notification shall be given to appropriate staff of any applicable obligations to suspend routine record destruction practices.

WEB SITE POSTINGS

The District's records management program shall address the length of time documents will be posted on the District's Web site when the law does not specify a posting period.

OFFICE MANAGEMENT:  
RECORDS MANAGEMENT

CPC  
(LOCAL)

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CREDENTIALS AND RECORDS

DBA  
(LOCAL)

PARENT  
NOTIFICATION

The District shall notify parents of students in classrooms in which the regular teacher is not "highly qualified," as required by law.

Notification shall not be required, however, when:

1. The home campus teacher of a secondary school student assigned to a DAEP is considered the teacher-of-record; and
2. The home campus teacher:
  - a. Is highly qualified,
  - b. Assigns and evaluates the student's coursework,
  - c. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,
  - d. Has final authority on the coursework grades and the final grade for the course, and
  - e. Is regularly available for face-to-face consultation with the student and the DAEP teacher; and
3. The DAEP teacher meets all applicable SBEC certification requirements.

UPDATING  
CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year must file with the Superintendent:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

CONTRACT  
PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS:  
CREDENTIALS AND RECORDS

DBA  
(LOCAL)

MASTER TEACHER  
STIPENDS

At the end of the school year, a master teacher shall be paid the stipend for any month in which the teacher performed the prescribed duties for more than ten days. [See DBA(LEGAL)]

If the number of master teachers exceeds the grants allocated, the District shall first fund the stipends for master teachers in their second or third year in the master program, as required by law. The District shall distribute the remaining funds among newly assigned master teachers based on:

LOCAL CRITERIA

1. Length of time teaching in the subject area.
2. Seniority in the District, as measured from the employee's most recent date of hire.

PARENT  
NOTIFICATION

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CONTRACT  
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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

DISCLOSURE —  
GENERAL STANDARD

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District.

SPECIFIC  
DISCLOSURES  
SUBSTANTIAL  
INTEREST

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest as defined by Local Government Code 171.002 shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

INTEREST IN  
PROPERTY

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

CONFLICTS  
DISCLOSURE  
STATEMENT

No employee other than the Superintendent shall be required to file the conflicts disclosure statement, as promulgated by the Texas Ethics Commission and as specified by Local Government Code 176.003-.004.

ANNUAL FINANCIAL  
MANAGEMENT  
REPORT

The Superintendent, as the executive officer of the District, shall provide in a timely manner to the District information necessary for the District's annual financial management report. [See BF]

[See BBFA]

new

GIFTS

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA]

ENDORSEMENTS

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

SALES

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS:  
CONFLICT OF INTEREST

DBD  
(LOCAL)

DISCLOSURE —  
GENERAL STANDARD

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[See BBFA]

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SALES

An employee shall not use his or her position with the District to attempt to sell products or services.



EMPLOYMENT PRACTICES  
AT-WILL EMPLOYMENT

DCD  
(LOCAL)

|                                    |  |
|------------------------------------|--|
|                                    | <p>Personnel employed on an at-will basis include but are not limited to employees in the following categories: paraprofessionals and auxiliary personnel. Paraprofessional personnel shall include educational assistants, educational secretaries, and all clerical staff. Auxiliary/classified personnel shall include, but not be limited to, food service, custodial, and maintenance employees, department of safety personnel, and bus drivers.</p> |
| ASSIGNMENT AND EVALUATION          | <p>The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and conditions of employment.</p> <p>Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures. [See DN]</p>   |
| REASONABLE ASSURANCE OF EMPLOYMENT | <p>At-will employees in positions normally requiring less than 12 months of service annually and who are expected to report to work at the beginning of the following school session shall be provided a letter of reasonable assurance of employment. [See CRF]</p>   |
| SUSPENSION                         | <p>An at-will employee may be suspended with or without pay by the Superintendent or designee at any time the Superintendent or designee determines that the District's best interest will be served by the suspension.</p>  |
| DISMISSAL                          | <p>At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.</p>   |
| APPEAL TO BOARD                    | <p>A suspended or dismissed employee may request to be heard by the Board in accordance with DGBA(LOCAL).</p>  |

EMPLOYMENT PRACTICES:  
AT-WILL EMPLOYMENT

DCD  
(LOCAL)

ASSIGNMENT AND  
EVALUATION

*different intro*  
The Board delegates to the Superintendent authority to employ and dismiss the following categories of employees, who shall serve on an at-will basis: paraprofessionals and auxiliary personnel. The Superintendent may delegate this authority as appropriate. Paraprofessional personnel shall include educational assistants, educational secretaries, and all clerical staff. Auxiliary/classified personnel shall include, but not be limited to, food service, custodial, and maintenance employees, department of safety personnel, and bus drivers.

The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and conditions of employment.

Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures. [See DN]

REASONABLE  
ASSURANCE OF  
EMPLOYMENT

District employees in positions normally requiring less than 12 months of service annually and who are expected to report to work at the beginning of the following school session shall be provided a letter of reasonable assurance of employment. [See CRF]

SUSPENSION

An at-will employee may be suspended with or without pay by the Superintendent or designee at any time the Superintendent or designee determines that the District's best interest will be served by the suspension.

DISMISSAL

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

APPEAL TO BOARD

A suspended or dismissed employee may request to be heard by the Board in accordance with DGBA(LOCAL).

EMPLOYMENT PRACTICES  
OTHER TYPES OF CONTRACTS

DCE  
(LOCAL)

NON-CHAPTER 21  
CONTRACTS

The Board shall employ noncertified administrators, other noncertified professionals, and teachers with District-issued permits, by a written contract. These contracts shall not be governed by Chapter 21 of the Education Code.

REASONABLE  
ASSURANCE OF  
EMPLOYMENT

The District shall provide an employee a letter of reasonable assurance of employment if a new contract is not issued prior to the last working day of the current contract and the employee is reasonably expected to report to work at the beginning of the following academic term.

APPEAL OF  
EMPLOYMENT  
ACTIONS

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal to the Board in accordance with DGBA(LOCAL).

EMPLOYMENT PRACTICES:  
OTHER TYPES OF CONTRACTS

DCE  
(LOCAL)

NON-CHAPTER 21  
CONTRACTS

The Board may employ by a written contract noncertified administrators, other noncertified professionals, and teachers with District-issued permits.. These contracts are not governed by Chapter 21 of the Education Code. [See also DC(LOCAL)]

REASONABLE  
ASSURANCE OF  
EMPLOYMENT

Personnel in positions normally requiring less than 12 months of service, who are employed on an annual contract and are expected to report to work at the beginning of the following school session, shall be provided a letter of reasonable assurance of employment. [See CRF]

APPEAL OF  
EMPLOYMENT  
ACTIONS

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal to the Board in accordance with DGBA(LOCAL).

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
11. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
12. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
13. Failure to meet the District's standards of professional conduct.
14. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

15. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); and conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
16. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
18. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
21. A significant lack of student progress attributable to the educator.
22. Behavior that presents a danger of physical harm to a student or to other individuals.
23. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
24. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
25. Falsification of records or other documents related to the District's activities.
26. Falsification or omission of required information on an employment application.
27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
28. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

29. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
30. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
31. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
33. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. The Superintendent shall require that each administrator's recommendation for nonrenewal be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S  
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

NOTICE OF  
PROPOSED RENEWAL  
OR NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal, a reasonable time before the hearing.

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

|                                  |   |
|----------------------------------|---|
|                                  | <p>In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see HEARING BY THE BOARD, below] or an independent hearing examiner [see HEARING BY A HEARING EXAMINER, below] will conduct the hearing.</p>   |
| HEARING BY A<br>HEARING EXAMINER | <p>If the Board has determined that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee must file a written request with the Commissioner of Education not later than the 15th day after receiving the notice of the proposed nonrenewal. The employee must provide a copy of this request to the Board.</p>  |
| HEARING<br>PROCEDURE             | <p>The hearing shall be conducted in accordance with the independent hearing procedures detailed at DFD.</p>  |
| BOARD DECISION                   | <p>Following the hearing, the Board shall take appropriate action in accordance with DFD.</p>   |
| HEARING BY THE<br>BOARD          | <p>If the Board has chosen to conduct the nonrenewal hearing rather than use an independent hearing examiner, and the employee desires a hearing, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed nonrenewal. The hearing shall be held not later than the 15th day after receipt of the employee's request for a hearing, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.</p>   |
| HEARING<br>PROCEDURE             | <p>The hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The employee and the administration may each be represented by a representative of each party's choice. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.</p> <p>The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:</p> <ol style="list-style-type: none"><li>1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.</li><li>2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.</li></ol> |



TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

TERM CONTRACTS:  
NONRENEWAL

DFBB  
(LOCAL)

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
11. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
12. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
13. Conviction of a felony or of any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. [See DH]

TERM CONTRACTS:  
NONRENEWAL

DFBB  
(LOCAL)

rephrased

14. Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH] added indictment

rephrased

15. Failure to meet the District's standards of professional conduct. now includes conviction

16. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
18. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
21. A significant lack of student progress attributable to the educator.
22. Behavior that presents a danger of physical harm to a student or to other individuals.
23. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
24. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
25. Falsification of records or other documents related to the District's activities.
26. Falsification or omission of required information on an employment application.
27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
28. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

TERM CONTRACTS:  
NONRENEWAL

DFBB  
(LOCAL)

29. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
30. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
31. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
33. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed non-renewal of professional employee contracts shall be submitted to the Superintendent. The Superintendent shall require that each administrator's recommendation for nonrenewal be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S  
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Copies of written evaluations, other supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

NOTICE OF  
PROPOSED  
RENEWAL OR  
NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal, a reasonable time before the hearing.

TERM CONTRACTS:  
NONRENEWAL

DFBB  
(LOCAL)

reworded

An employee who requests a hearing shall also receive notice of the hearing procedures including a statement of whether the hearing will be conducted by an independent hearing examiner [see HEARING BY A HEARING EXAMINER, below] or by the Board [see HEARING BY THE BOARD, below].

HEARING BY A  
HEARING EXAMINER

If the Board has determined that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee must file a written request with the Commissioner of Education not later than the 15th day after receiving the notice of the proposed nonrenewal. The employee must provide a copy of this request to the Board.

HEARING  
PROCEDURE

The hearing shall be conducted in accordance with the independent hearing procedures detailed at DFD.

BOARD DECISION

Following the hearing, the Board shall take appropriate action in accordance with DFD.

HEARING BY THE  
BOARD

If the Board has chosen to conduct the nonrenewal hearing rather than use an independent hearing examiner, and the employee desires a hearing, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed nonrenewal. The hearing shall be held not later than the 15th day after receipt of the employee's request for a hearing, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING  
PROCEDURE

The hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The employee and the administration may each be represented by a representative of each party's choice. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.

TERM CONTRACTS:  
NONRENEWAL

DFBB  
(LOCAL)

3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PERFORMANCE APPRAISAL

DN  
(LOCAL)

|                           |  |
|---------------------------|--|
| GENERAL PRINCIPLES        | All District employees shall be periodically appraised in the performance of their duties. The District's employee evaluation and appraisal system shall be administered consistent with the general principles set out below.   |
| CRITERIA                  | The employee's performance of assigned duties and other job-related criteria shall provide the basis for the employee's evaluation and appraisal. Employees shall be informed of the criteria on which they will be evaluated.   |
| PERFORMANCE REVIEW        | Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually, except as otherwise provided by policy, to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary. [See also DNA and DNB] |
| DOCUMENTATION AND RECORDS | Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance.  |
| EMPLOYEE COPY             | All employees shall receive a copy of their annual written evaluation.   |
| COMPLAINTS                | Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA]   |

PERFORMANCE APPRAISAL

DN  
(LOCAL)

GENERAL  
PRINCIPLES

All District employees shall be periodically appraised in the performance of their duties. The District's employee evaluation and appraisal system shall be administered consistent with the general principles set out below. [See also DNA and DNB]

CRITERIA

The employee's performance of assigned duties and other job-related criteria shall provide the basis for the employee's evaluation and appraisal. Employees shall be informed of the criteria on which they will be evaluated.

PERFORMANCE  
REVIEW

Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. Each employee shall have at least one evaluative conference annually to discuss the written evaluation and may have as many conferences about performance of duties as the supervisor deems necessary.

[For teachers eligible for appraisals less frequent than annually, see DNA.]

DOCUMENTATION  
AND RECORDS

*changed \**  
Appraisal records and forms, reports, correspondence, and memoranda may be placed in each employee's personnel records to document performance. All records that support appraisal ratings shall be maintained for at least two years. Official appraisal records shall be maintained throughout a person's employment with the District and for two years after an employee ceases to be employed with the District.

EMPLOYEE COPY

All employees shall receive a copy of their annual written evaluation.

COMPLAINTS

Employees may present complaints regarding the evaluation and appraisal process in accordance with the District's complaint policy for employees. [See DGBA]



INDIVIDUALIZED LEARNING  
CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EEJB  
(LOCAL)

|                              |  |
|------------------------------|--|
| TEST SELECTION               | The Superintendent or designee shall be responsible for development or selection of tests to be used to grant credit to students without prior instruction in a subject area or grade level. Whether tests are developed by the District or purchased from a State Board-approved university or other appropriate source, each examination shall thoroughly test the essential knowledge and skills in the applicable grade level or subject area.   |
| TEST DATES                   | The Superintendent or designee shall establish a schedule of dates when examinations for acceleration shall be administered and shall ensure that such dates are published in the student handbook and in other District publications, as appropriate.   |
| REGISTRATION                 | A student planning to take an examination for acceleration shall be required to register with the principal or designee at least 30 days prior to the scheduled testing date on which the student wishes to take the test.   |
| FEES                         | No fee shall be charged for an examination for acceleration provided by the District on the published dates. If the District agrees to administer an alternate examination or to administer the examination on an alternate date, the parent may purchase the test from a State Board-approved university or shall pay an appropriate fee to the District.   |
| CREDIT APPROVAL              | <p>Approval of credit or advancement on the basis of an examination for acceleration shall be by the Superintendent or designee, in accordance with State Board rules.</p> <p>A student who is not six years old at the beginning of the current school year is eligible for the first grade if the student has completed kindergarten in a TEA accredited school.</p>   |
| KINDERGARTEN<br>ACCELERATION | <p>The Superintendent or designee shall develop procedures to allow a student not six years old at the beginning of the school year to be placed initially in first grade. Criteria for acceleration may include:</p> <ol style="list-style-type: none"><li>1. Scores on readiness test(s) and/or achievement test(s) that may be administered by appropriate District personnel.</li><li>2. <del>Recommendation of the kindergarten or preschool the student has attended.</del></li><li>2. Chronological age and observed social and emotional development of the student.</li><li>3. Other criteria deemed appropriate by the principal and Superintendent.</li></ol> |

United ISD  
240903

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

MINIMUM PROGRAM

The District requires no additional credits for graduation under the Minimum Program beyond those mandated by the state.

RECOMMENDED  
PROGRAM

The District requires no additional credits for graduation under the Recommended Program beyond those mandated by the state.

ADVANCED/  
DISTINGUISHED  
ACHIEVEMENT  
PROGRAM

The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond those mandated by the state.

J. B. ALEXANDER HIGH  
SCHOOL MAGNET FOR  
HEALTH SCIENCE

The Health Science Magnet recommends that all students follow the Advanced/Distinguished Achievement Program. All core subject areas are Pre-AP and AP (College Board Advanced Placement) courses. The curriculum emphasizes health and science components. The Health and Science Magnet program is as follows:

- 4.0 English I, II, III, IV
- 4.0 Mathematics  
Algebra I  
Geometry  
Algebra II  
Pre-Calculus and/or Calculus
- 4.0 Science  
Biology I  
Chemistry I  
Physics I  
Biology II, Chemistry II, or Physics II
- 3.5 Social Studies  
World Geography  
World History  
U.S. History  
American Government (0.5)
- 3.0 Foreign Language  
Spanish I, II, III or AP Spanish IV or  
French I, II, III
- 1.0 BCIS I\*\*
- 1.0 Fine Arts
- 0.5 Speech
- 0.5 Economics

United ISD  
240903

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

- 6.0    Health Professions  
Health Science Tech. I\*\* (1.0)  
Health Science Tech. II\*\* (2.0)  
Clinical Rotations  
Dental  
Advanced Dental  
Anatomy/Physiology\*\* (1.0)  
Scientific Research & Design\*\* (1.0)  
Medical Microbiology (0.5)  
Pharmacology (0.5)

27.5    Credits Total

**\*\*Advanced Measure**

Other advanced measures could include a score of 3 or better on College Board Advanced Placement tests, college courses, tech prep articulated college courses, or an original research project evaluated by a panel of professional judges.

UNITED SOUTH HIGH  
SCHOOL BUSINESS AND  
TECHNOLOGY MAGNET

The Business and Technology Magnet recommends that all students follow the Advanced/Distinguished Achievement Program. All core subject areas are Pre-AP and AP (College Board Advanced Placement) courses. The curriculum emphasizes business and technology components. The Business and Technology Magnet program is as follows:

- 4.0    English I, II, III, IV
- 4.0    Mathematics  
Algebra I  
Geometry  
Algebra II  
Pre-Calculus and/or Calculus
- 4.0    Science  
Biology I  
Chemistry I  
Physics I  
Biology II, Chemistry II, Physics II, or  
Anatomy & Physiology
- 3.5    Social Studies  
World Geography  
World History  
U.S. History  
American Government (0.5)
- 3.0    Foreign Language  
Spanish I, II, III or AP Spanish IV

United ISD  
240903

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

|     |  |
|-----|--|
| 1.0 | Computer Art (Fine Arts)                         |
| 0.5 | Speech   |
| 0.5 | Health   |
| 0.5 | Economics  |
| 1.5 | Physical Education (Administrative Procedures**) |
| 1.0 | BCIS I**   |
| 0.5 | College Prep                                     |

BUSINESS PATHWAY

|     |  |
|-----|--|
| 1.0 | BIMM** (Business Image Management & Multimedia |
| 1.0 | BCIS II** or A+ Certification**                |
| 1.0 | International Business**                       |
| 1.0 | Virtual Finance**                              |

TECHNOLOGY PATHWAY

|     |                    |
|-----|--------------------|
| 2.0 | A+ Certification** |
| 2.0 | CISCO **           |

28.0 Credits Total

\*\*Advanced Measure

Other advanced measures could include a score of 3 or better on College Board Advanced Placement tests, college courses, tech prep articulated college courses, or an original research project evaluated by a panel of professional judges.

UNITED HIGH SCHOOL  
ENGINEERING AND  
TECHNOLOGIES  
MAGNET

The Engineering and Technologies Magnet recommends that all students follow the Advanced/Distinguished Achievement Program. All core subject areas are Pre-AP and AP (College Board Advanced Placement) courses. The curriculum emphasizes engineering components. The Engineering and Technologies Magnet program is as follows:

|     |   |
|-----|---|
| 4.0 | English I, II, III, IV  |
| 4.0 | <u>Mathematics</u><br>Algebra I<br>Geometry<br>Algebra II<br>Pre-Calculus and/or Calculus                                   |
| 4.0 | <u>Science</u><br>Biology I<br>Chemistry I<br>Physics I<br>Biology II, Chemistry II, Physics II, or<br>Anatomy & Physiology |

United ISD  
240903

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

|      |  |
|------|--|
| 3.5  | <u>Social Studies</u><br>World Geography<br>World History<br>U.S. History<br>American Government (0.5)   |
| 3.0  | <u>Foreign Language</u><br>Spanish I, II, III or AP Spanish IV   |
| 1.0  | Fine Arts  |
| 0.5  | Speech   |
| 0.5  | Health   |
| 0.5  | Economics  |
| 1.5  | Physical Education   |
| 1.0  | Technology: Computer Science   |
| 5.0  | Engineering Electives: Technology Systems,<br>Introduction to Technical Computer Aided Drafting**,<br>Engineering Principles, Engineering CAD I**,<br>Engineering CAD II**, Internship |
| 1.0  | Research & Design**  |
| 29.5 | Credits Total  |

**\*\*Advanced Measure**

Other advanced measures could include a score of 3 or better on College Board Advanced Placement tests, college courses, tech prep articulated college courses, or an original research project evaluated by a panel of professional judges.

PHYSICAL EDUCATION  
SUBSTITUTIONS

The District shall allow student to substitute certain physical activities for the 1.5 required credits of physical education. Such substitutions shall be based on the physical activity involved in:

1. Drill team, marching band, and cheerleading during the fall semester.
2. Junior Reserve Officer Training Corps (JROTC).
3. Athletics
4. Dance I-IV
5. Two- or three-credit career and technology work-based training courses.

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

OTHER PHYSICAL  
ACTIVITY PROGRAMS

The District shall award state graduation credit for physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the Commissioner of Education. [See also EHAC]

READING PROGRAMS

The District shall offer up to 3 credits of reading for state graduation credits. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:

1. Recommendation by a teacher or counselor.
2. Scores on assessment instruments and/or achievement tests.

TRANSFER STUDENTS

Transfer students shall complete all state graduation requirements to be eligible for a Texas diploma. Units required for graduation that are not complete prior to enrolling in the District may be satisfied through credit by examination, by completing the course, or by demonstrating achievement by meeting the standard requirements of the course.

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

MINIMUM PROGRAM

The District requires no additional credits for graduation under the Minimum Program beyond those mandated by the state.

RECOMMENDED  
PROGRAM

The District requires no additional credits for graduation under the Recommended Program beyond those mandated by the state.

DISTINGUISHED  
ACHIEVEMENT  
PROGRAM

The District requires no additional credits for graduation under the Distinguished Achievement Program beyond those mandated by the state.

J. B. ALEXANDER HIGH  
SCHOOL MAGNET  
FOR HEALTH &  
SCIENCE

Graduation from the J. B. Alexander High School Magnet for Health & Science shall require the following 28.5 credits:

4.0 English

4.0 Math as follows:

1.0 — Algebra I

1.0 — Algebra II

1.0 — Geometry

1.0 — Precalculus and/or Calculus

4.0 Natural Science as follows:

1.0 — Biology I

1.0 — Chemistry I

1.0 — Physics I

1.0 — Biology II, Chemistry II, or Physics II

3.5 Social Studies

0.5 Economics

3.0 Foreign Language

1.0 Micro Computers

1.0 Fine Arts

1.0 Physical Education

1.0 Health Professions I

1.0 Health Professions II

2.0 Health Professions III

2.0 Health Professions IV

0.5 Speech

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

UNITED SOUTH HIGH  
SCHOOL BUSINESS  
AND TECHNOLOGY  
MAGNET

The Business and Technology Magnet Program recommends that all students follow the Distinguished Achievement Plan. All core subject areas are Pre-AP and AP (College Board Advanced Placement) courses. The curriculum emphasizes business and technology components. The Business and Technology Magnet is as follows:

|           |   |
|-----------|---|
| 4.0       | English I, II, III*, IV*  |
| 3.0–4.0   | Mathematics   |
|           | Algebra I   |
|           | Geometry  |
|           | Algebra II  |
|           | Precalculus   |
|           | Calculus*   |
| 3.0–4.0   | Science   |
|           | Biology I   |
|           | Chemistry I   |
|           | Physics I   |
|           | Biology II*, Anatomy and Physiology*,   |
|           | Chemistry II  |
| 3.5       | Social Studies  |
|           | World Geography   |
|           | World History*  |
|           | U.S. History*   |
|           | U.S. Government*  |
| 0.5       | Economics*  |
| 3.0       | Foreign Language I, II, IV*   |
| 1.5       | Physical Education  |
| 0.5       | Health  |
| 0.5       | Speech  |
| 1.0       | BCIS I**  |
| 1.0       | BCIS II**   |
| 1.0       | Computer Art (Fine Art)   |
| 1.0       | Multimedia & Animation  |
| 4.0–6.5   | Additional electives from Career Path Choices<br>(depending on number of credits for math<br>and science courses) |
| 27.5–32.0 | Total   |

\*College Board Advanced Placement courses

\*\*advanced measure

Other advanced measures could include a score of 3 or better on College Board Advanced Placement tests, college courses, or tech



ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

UNITED HIGH SCHOOL  
ENGINEERING AND  
TECHNOLOGIES  
MAGNET

prep articulated college courses, or an original research project evaluated by a panel of professional judges.

The Engineering and Technologies Magnet Program recommends that all students follow the Distinguished Achievement Plan. Most of the curriculum emphasizes engineering components. The Program is as follows:

|           |   |
|-----------|---|
| 4.0       | English I, II, III*, IV*  |
| 3.0-4.0   | Mathematics   |
|           | Algebra I   |
|           | Geometry  |
|           | Algebra II  |
|           | Precalculus   |
|           | Calculus*   |
| 3.0-4.0   | Science   |
|           | Biology I   |
|           | Chemistry I   |
|           | Physics I   |
|           | Physics II  |
| 3.5       | Social Studies  |
|           | World Geography   |
|           | World History*  |
|           | U.S. History*   |
|           | U.S. Government*  |
| 0.5       | Economics*  |
| 3.0       | Foreign Language I, II, IV*   |
| 1.5       | Physical Education  |
| 1.0       | Fine Arts   |
| 0.5       | Health  |
| 0.5       | Speech  |
| 2.0       | Technology: BCIS and Computer Science   |
| 6.0-7.0   | Engineering Electives: Technology Systems,<br>Mechanical Drafting, Engineering Principles,<br>Introduction to CADD, Engineering CADD, In-<br>ternship and Research & Design, Computer<br>Science II |
| 28.5-31.5 | Total   |

\*College Board Advanced Placement courses

Other advanced measures could include a score of 3 or better on College Board Advanced Placement tests, a grade of 3.0 in courses that count for college credit and/or tech prep articulated

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

PHYSICAL EDUCATION  
SUBSTITUTIONS

college courses, or an original research project evaluated by a panel of professional judges.

The District shall allow students to substitute certain physical activities for the 1.5 required credits of physical education. Such substitutions shall be based on the physical activity involved in:

1. Drill team, marching band, and cheerleading during the fall semester
2. Junior Reserve Officer Training Corps (JROTC)
3. Athletics
4. Dance I-IV
5. Two- or three-credit career and technology work-based training courses

OTHER PHYSICAL  
ACTIVITY PROGRAMS

The District shall award state graduation credit for physical education for appropriate private or commercially-sponsored physical activity programs conducted either on or off campus, upon approval by the Commissioner of Education.

READING CREDITS

The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress, and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:

1. Recommendation by teacher or counselor
2. Scores on assessment instruments and/or achievement tests

TRANSFER STUDENTS

Transfer students shall complete all state graduation requirements to be eligible for a Texas diploma. Units required for graduation that are not complete prior to enrolling in the District may be satisfied through credit by examination, by completing the course, or by demonstrating achievement by meeting the standard requirements of the course.