BOARD MEETING REVISED (2) AGENDA Cheatham County Board of Education

September 2, 2021

Place: Educational Annex Building – Board Room

Time: 7:00 p.m.

- 1. Call to Order
- 2. Moment of Silence
- 3. Pledge of Allegiance
- 4. Roll Call: Christina Gilliam, John Patrick, Tim Ray, James Gupton, John Louallen, and David Risner

Election of School Board Chairperson to serve through September 2022– Board Policy 1.200, Method of Election of Officers

Election of School Board Vice-Chairperson to serve through September 2022 – Board Policy 1.200, Method of Election of Officers

- 5. Approval of Agenda
- 6. Presentations, Awards, and Recognitions

Employees of the Month:

ACESA	Lindsay Greer, Teacher
ECES	Melissa Hunsicker, RTI Teacher
KSES	Beth Umphers, Teacher
PES	Casey Ealy, Nurse
PVES	Olivia Hartley, Teacher
WCES	Alexis London, Office Assistant
CMS	Kristyn Stone, Teacher
HMS	Abby Dodson, KODA Life Skills Assistant
SMS	Brandi Glasgow, Attendance Registrar
CCCHS	Jason Black, Teacher
HHS	Debbie Blanchard, Nurse
SHS	Terri Jennette, Bookkeeper
RA	Tony Lazenby, Teacher
Daycare	Keri Messer, Administrative Assistant
Finance	Pam Day, Nutrition Bookkeeper
Nutrition	Amber Hrobak, HMS Manager

Transportation Marcus Woolcott, Mechanic

- 7. Public Forum – Opportunity for Community to Address Board (Maximum thirty [30] minutes) Follow-up on Last Month Comments- no response requested
- 8. School Improvement Plan (SIP) Goal Update: Pegram Fine Arts School Principal Detra Emery
- 9. **Executive Committee**
- 10. Five Year Plan: Technology Supervisor Will Lockert
- Elected Officials Opportunity for Elected Officials to Address Board 11.
- 12. Consent Agenda:
 - A) Minutes: August 5, 2021
 - B) Approve for tenure:
 - C) Disposal of surplus equipment/materials:

1) ACESA Principal Dr. Broyles requests permission to dispose of outdated, unusable curriculum materials.

2) HMS Principal Dr. Fowler requests permission to discard items: 2 large, heavy broken tables, 10 desks, and 18 chairs.

- 3) KSES Principal Dr. Winstead requests permission to dispose of 3 broke teacher desks.
- 4) SHS Principal Wenning requests permission to discard a broken elliptical machine.

5) Maintenance/Custodial Director Blacker requests permission to dispose of old trailer at the old maintenance shop.

- D) School fees:
- E) School/Principal request:
- 13. Budget and Finance:
 - A) Restroom/Concession Stand Project
 - KSES Soccer (both)
 - CMS Football/Soccer (both)
 - HMS Softball (both)
 - HHS Baseball (bathroom only) ٠

B) HMS Drainage Project

C) GP Fund 141 Carryover for Summer Learning Camps/ Transportation - \$201,177.39

- Summer Learning Camp \$ 129,015.05
- \$ 21,104.19 • Stream Mini Camp
- \$ 14,956.44 Bridge Camp
- Transportation Grant \$ 36,101.71

D) Safe Schools Allocation with Carryover - \$184,019.55

14. Old Business:

A) Revise on second reading Policy 3.205 Security

Beginning page 1, line 1 shall read: The Director of Schools shall establish procedures to protect school property which shall include, but not be limited to:

Line 9 shall read: 3. Controlling the issuance of keys;

Line 13 shall read: 5. Ensuring that equipment purchased with federal funds is managed as directed by federal law.²

Beginning line 15 shall read: The principal shall call law enforcement officials in cases involving illegal entry, building damage, theft or vandalism. The principal shall notify the Director of Schools as soon as practical, but no longer than twenty-four (24) hours, after a case of vandalism, theft, building damage and/or illegal entry. The Director of Schools/designee, is authorized to sign a criminal complaint and press charges. The Director of Schools shall report all signing of such complaints to the Board.

LAW ENFORCEMENT SERVICES¹

Beginning page 2 shall read: The Board may enter into collaborative partnerships with appropriate law enforcement agencies. Partnerships may include, but not be limited to, education and recreational programs, delinquency prevention, and mentoring initiatives. The Board may enter into a memorandum of understanding (MOU) with the chief of a law enforcement agency to provide school policing. The MOU shall address, at a minimum, the following issues:

1. Any School Resource Officer (SRO) assigned under the MOU shall be in compliance with all laws, regulations, and rules of the Peace Officer Standards and Training Commission at the time of assignment and remain compliant throughout his or her assignment;

2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in school policing within twelve (12) months of assignment.

Beginning line 19 shall read: 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency, and is subject to that agency's direction, control, supervision and discipline.

4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of the Director of Schools.

5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement agency shall designate one (1) of the SROs as the senior SRO. The duties of the SRO shall include, but not be limited to, the following:

a. Representing and carrying out the policies of the law enforcement agency assigning the SROs.

b. Supervising the SROs in the performance of their duties;

Beginning page 3, line 1 shall read: c. Consulting with the Director of Schools regarding the best use of the available resources for school policing; and

d. Resolving disputes between the SROs and students of staff members.

6. The MOU may be effective for any length of time, including continuing until terminated by the parties, and may contain any reasonable notice requirement for the termination of the MOU. However, the MOU shall contain a provision allowing the Director of Schools to suspend the active participation of the SROs in the event that the Director of Schools believes that such suspension is best for the health, safety or wellbeing of the students or staff members.

B) Revise on second reading Policy 5.117 Teacher Tenure

Line 2 shall read: To attain tenure status,¹ a teacher shall: (1) meet tenure eligibility requirements; (2) be renewed and recommended by the Director of Schools; and (3) receive a majority vote of the Board.

Beginning line 6 shall read: A teacher that meets the following requirements is eligible for tenure: 1. Has a degree from an approved four-year college or any other career and technical teacher who has the equivalent amount of training established and is licensed by the State Board of Education;

2. Holds a valid teacher license issued by the State Board of Education, based on training covering the subjects or grades taught;

3. Has completed a probationary period of five (5) school years or not less than forty-five (45) months within the last seven-year period, with the last two (2) years being employed in a regular teaching position rather than an interim teaching position; and

4. Has received evaluations demonstrating an overall performance effectiveness level of "above expectations" or "significantly above expectations" as provided in the evaluation guidelines adopted by the State Board of Education, during the last two (2) years of the probationary period.

If a teacher has met all other requirements for tenure eligibility but has not acquired an official evaluation score during the last one (1) or two (2) years of the probationary period due to allowable circumstances outlined in state law, he/she may utilize the most recent two (2) years of available evaluation scores achieved during the probationary period to become eligible for tenure.³

Beginning page 2, line 1 shall read: Once a teacher is eligible for tenure, he/she shall be either recommended by the Director of Schools for tenure or nonrenewed. If tenure is denied by the Board, the teacher shall be dismissed.⁴

Beginning line 6 shall read: 1. The Director of Schools will recommend teachers eligible for tenure at a Board meeting in ample time to send notice of non-renewal to each teacher not recommended for tenure within five (5) business days following the last instructional day for the school year.⁵

2. The decision to grant tenure is solely within the discretion of the Board.⁶ Only those teachers who receive a majority vote of the membership of the Board will be granted tenure.⁷

3. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond the current contract year.⁴

Line 19 shall read: A teacher who has acquired tenure status in the school district and later resigns shall serve a two-year probationary period upon reemployment, unless the probationary period is waived by the Board upon request of the Director of Schools. Upon completion of the two-year period, the teacher shall either be recommended by the Director of Schools for tenure or non-renewed. If tenure is denied by the Board, the teacher shall be dismissed.⁸ TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT9

A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another school district to begin employment in the Cheatham County School System shall serve the regular probationary period. The Board, upon the recommendation of the Director of Schools, may waive the probationary period and grant tenure status or shorten the probationary period.

If a nontenured teacher with fewer than five (5) years of service transfers from another school district, such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when service in both school districts is counted.

Page 3, beginning line 5 shall read: Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall performance effectiveness level of "below expectations" or "significantly below expectations" shall be returned to probationary status by the Director of Schools until the teacher has received two (2) consecutive years of evaluations demonstrating an overall performance effectiveness level of "above expectations" or "significantly above expectations."

When a teacher who has returned to probationary status has received two (2) consecutive years of evaluations demonstrating an overall performance effectiveness level of "above expectations" or "significantly above expectations," the teacher is again eligible for tenure and shall be either recommended by the Director of Schools for tenure or nonrenewed; provided, however, that the teacher shall be dismissed if tenure is denied by the Board.⁴

C) Revise on second reading Policy 5.200 Separation Practices for Tenured Teachers Beginning page 1, line 2 shall read: The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend a teacher with pay. Line 10 shall read: The Director of schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct and insubordination. Before a teacher is suspended he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director of Schools at a conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten 10) days.

Line 17 shall read: Under no circumstances shall a Director of Schools suspend a tenured teacher with pay.

Beginning line 21 shall read: When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged, and shall be signed by the party or parties making the charges.

The Board shall maintain a list of gualified individuals who have indicated a willingness to act as impartial hearing officers as defined under Tennessee law.

If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension greater than three (3) days of the teacher, the Director of schools shall give the teacher a written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

Page 2, beginning line 3 shall read: A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list maintained by the Board.

Beginning line 14 shall read: Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decisions. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery court, the Board shall transmit the entire record prepared by the Director of Schools and reviewed by the Board to the chancery court for its review.

Beginning line 29 shall read: A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.

Beginning line 31 shall read: The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.⁵

The conditions under which it is permissible to break a contract with the Board are as follows:⁶ 1. The incapacity on the part of the teacher to perform the contract as evidence by the certified statement of a physician approved by the Board; or

2. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Page 3, line 2 shall read: Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave.

Line 6 shall read: After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the license for no less than thirty (30) days and no more than three hundred sixty-five (365) days.⁸

Line 11 shall read: Retirement is a termination of services under conditions that will allow the teacher to draw benefits from retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring teacher to file for benefits.

Beginning line 20 shall read: Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel are available to substitute teach.⁹

The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a kindergarten through twelfth grade teacher on a year-to-year basis. Beginning line 27 shall read: 1. The Director of Schools of the employing district shall certify in writing that no other qualified individuals are available to fill the position;

2. The Commissioner of Education must certify that the employing district serves an area that lacks qualified teachers to serve in the position to be filled;

Line 34 shall read: 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by Board for teachers with comparable training and years of experience filling similar positions.

D) Revise on second reading Policy 5.201 Separation Practices for Non-Tenured Teachers Beginning page 1, line 2 shall read: The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay.

Beginning line 10 shall read: The Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director of Schools at a recorded conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days.

Beginning line 21 shall read: The Director of Schools may dismiss or suspend for more than three days any non-tenured teacher during the contract year for incompetence, inefficiency,

insubordination, improper conduct, or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing before an impartial hearing officer.

The Board will appoint an impartial hearing officer to conduct such hearings.

Beginning page 2, line 2 shall read: The employee may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the proceedings,

transcript, documentary, and other evidence presented and provide the Board a copy of the same.

Line 8 shall read: The Board shall hear the appeal.

Line 10 shall read: The Board shall take one of the following actions:

Line 14 shall read: Before any decision to dismiss is made, a majority of the membership of the Board shall concur in sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days after the conclusion of the hearing. The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in the same manner as the non-tenured teacher. Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to the chancery court in the county when the school system is located. The Board shall provide the entire record of the hearing to the court.

Beginning line 28 shall read: The Director of Schools is under no obligation to re-employ nontenured teachers at the end of their contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,¹ the following action shall be taken:

1. The Board shall be notified at the next regular board meeting; and

2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier, or by email within five (5) business days following the last instructional day for the school year.³

Beginning page 3, line 2 shall read: A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing. The conditions under which it is permissible to break a contract with the Board are as follows:⁵

1. The incapacity on the part of the teacher to perform the contract as evidence by the certified statement of a physician approved by the Board;

2. The release by the Board of the teacher from the contract which the teacher has entered into with the Board; and

Line 12 shall read: Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave.

Line 16 shall read: After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the license for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁷

Beginning line 29 shall read: Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁸

The Director of Schools may employ teachers retired for at least one year for full-time employment as a kindergarten through twelfth grade teacher on a year-to-year basis.

Line 35 shall read: 1. The Director of Schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;

Page 4, line 6 shall read: 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by the Board for teachers with comparable training and years of experience filling similar positions.

E) Revise on second reading Policy 5.302 Sick Leave

Beginning page 1, line 1 shall read: PROFESSIONAL PERSONNEL

Professional personnel shall earn one (1) day of sick leave for each month employed during the school year, and these days shall accumulate for an unlimited number of days.¹

Sick leave shall be defined as: illness of a teacher from natural causes or accident, guarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, fatherin-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for dismissal.

Documentation from a physician may be required in support of any claim for sick leave pay. The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit of his/her sick leave accumulation.

Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office.

Beginning page 2, line 1 shall read: A teacher, upon employment, may transfer his accumulated sick leave from another Tennessee school system provided that the Director of Schools of the system in which the accumulated leave was held provides notarized verification.³ SUPPORT PERSONNEL

Support personnel shall earn one (1) day of sick leave for each month an employee is employed. Unused sick leave benefits will be allowed to accumulate indefinitely and reported to TCRS upon retirement.

The immediate supervisor may require documentation from a physician stating the reason for absence.

Lines 9 through 36 and page 3, lines 1 through 16 shall be deleted that read: Upon written request of the teacher accompanied by a statement from her physician verifying pregnancy, any teacher who goes on maternity leave shall be allowed to use all or a portion of her accumulated sick leave for maternity purposes during the period of her physical disability only, as determined by a physician. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are teachers only one parent may request leave. Written verification from the adoption agency or other entity handling the adoption shall be required before the leave is granted.¹

CLASSIFIED PERSONNEL

Regular full-time classified employees (employed thirty (30) hours per week or more) will accrue sick leave benefits at the rate of 6 - 8 hours for each month employed per year, in accordance with the accrual schedule below:

SICK LEAVE ACCRUAL SCHEDULE FOR CLASSIFIED PERSONNEL

Regular Hours Worked per Week	Hours of Sick Leave Accrued per Month
30-33	6
34-36	7
37-40	8
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Paid sick leave can be used in minimum increments of one (1) hour. Sick leave benefits shall mean a temporary absence due to illness or injury of an employee, including the employee's wife or husband, parents, children, brothers, sisters, grandparents, grandchildren, parent- in-law, children-in- law, brothers-in-law, and sisters-in-law.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. If any employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Beginning page 3, line 1 shall be <u>deleted</u> that reads: Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commission, bonuses, or shift differentials. Unused sick leave benefits will be allowed to accumulate indefinitely. Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick benefits will not be paid to employees while they are employed or upon termination of employment.

FOOD SERVICE MANAGERS

Regular full time food service managers and assistant managers (employed thirty [30] hours per week or more) will accrue sick leave benefits at the rate of 6-8 hours for each month employed per year, in accordance with the accrual schedule below:

SICK LEAVE ACCRUAL SCHEDU	LE FOR FOOD SERVICE MANAEMENT PERSONNEL	
Regular Hours Worked per We	eek Hours of Sick Leave Accrued per Month	
30-33	6	
34-36	7	
37-40	8	
All other Food Service employees do not earn sick leaves they are aligible for the Benu		

All other Food Service employees do not earn sick leave; they are eligible for the Bonus Pay (in accordance with policy 2.8021).

F) Revise on second reading Policy 6.200 Attendance

Beginning page 3, line 4 shall read: Tier I of the progressive truancy intervention plan shall apply to all students within the district and include school wide prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are not limited to, building wide incentive programs.

Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5) unexcused absences, but before the referral to the juvenile court, and includes the following: Beginning line 18 shall read: 4. A school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.

Lines 21-32 shall be deleted that read: Tier II

Tier II interventions will include an individualized assessment of the reasons a student has been absent from school conducted by a school employee. This may result in referral to counseling, community-based services, or other services to address the student's attendance problems. Tier II This tier shall be implemented if the truancy interventions under Tier II are unsuccessful. These interventions shall be determined by a team formed at each school and shall address student needs in an age appropriate manner. Finalized plans shall be approved by the Director of Schools/designee. If these interventions are unsuccessful, the student will be referred to the Student Attendance Board.

If the application of the tiered progressive truancy interventions fail to meaningfully address the student's habitual and unlawful absences from school, the director of schools or attendance supervisor shall report the student to the appropriate judge having juvenile jurisdiction.

Beginning page 4, line 1 shall read: Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall consist of the following interventions: Referral to Student Attendance Board, which may result in the following interventions: school-based community services; participation in a school-based restorative justice program; referral to a school-based teen court; Saturday or after-school courses designed to improve attendance and behavior. The interventions shall address students' needs in an age-appropriate manner. Finalized plans shall be approved by the Director of Schools/designee.

G) Revise on second reading Policy 6.402 Physical Examinations and Immunizations Page 1, line 23 shall read: 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an epidemic;⁶ except in the event of a COVID-109 or any variant outbreak;⁵ or

15. New Business:

A) Revise on first reading Policy 2.806 Bids and Quotations

Beginning line 2 shall read: All purchases of supplies, materials, equipment, and contractual services in excess of twenty-five thousand dollars (\$25,000), including those of individual schools, shall be based on competitive bids.¹

Beginning line 10 shall read: All purchases of twenty-five thousand dollars (\$25,000) or less including those of individual schools, may be made in the open market without newspaper notice, but shall, whenever possible, be based on at least three (3) competitive bids.² Beginning line 28 shall read: Contracts for legal services, educational consultants, and similar services by professional persons or groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the basis of recognized competence and integrity.⁴ Insurance purchased through a plan authorized and approved by an organization of governmental entities representing cities and counties shall also be exempted.⁵

B) Revise on first reading Policy 4.101 Philosophy

Descriptor term shall read: Instructional Standards

The Board is charge with selection of the curriculum. No subjects or topics prohibited by state or federal law shall be taught.¹ The Director of Schools shall develop administrative procedures to implement this policy.

STATE STANDARDS

Only Tennessee state standards shall be taught within the school district. The following are prohibited:

1. Instructional materials, textbooks, or supplemental materials created to align exclusively with Common Core; or

2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise identified as Common Core textbooks or instructional materials.

CURRICULUM AND INSTRUCTIONAL PROGRAMMING

All curriculum and instructional programming implemented in the school district shall adhere to state and federal laws. District employees shall not include or promote any concepts that would violate state law when providing instruction, using instructional or supplemental materials, or when implementing the instructional program and curriculum.¹

The Director shall develop procedures to ensure that the district's instructional program complies with state law.

C) Adopt on first reading new Policy 4.212 Virtual Educational Program

Policy shall read:

General

The Cheatham County School District virtual education program is a course or series of courses offered by a school district to provide students a broader range of educational opportunities through the use of technology. Utilizing this program is temporary and shall not replace a student's regular instructional program.¹

Class size ratios for the virtual education program shall comply with the requirements as outlined in state law.²

Virtual education programs³ shall be made available to students for the following purposes:

1. Academic remediation, enrichment, or providing students access to a wider range of courses;

2. Continuity of educational service for students who are homebound;⁴ and

3. Continuity of educational service for students who are quarantining⁵ and students who are excluded for medical purposes.

ELIGIBILTY AND PARTICIPATION REQUIREMENTS

Students shall be eligible to utilize a virtual education program if participating in one of the above educational opportunities. The following factors shall also be taken into consideration when determining eligibility:

1. Attendance;

2. Grades;

3. Technology survey; and

4. Medical status as pertains to homebound, guarantine, or medical exclusion.

ATTENDANCE

Student attendance in the virtual education program shall adhere to the general requirements of board policy 6.200 and any relevant administrative procedures.

Methods of confirming student attendance shall include two or more of the following:

1. Students participating in a phone call with a teacher, with parent/guardian support as appropriate for the age of the student;

2. Students completing work in a learning management system; or

3. Students submitting work via hard-copy or virtual formats.

REMOVAL FROM VIRTUAL EDUCATION PROGRAM

A student may be removed from the virtual education program or denied future enrollment in a virtual education program based on disciplinary issues, attendance issues, or poor academic performance.

Before a student is removed based on poor academic performance, the following interventions shall occur:

1. Notification of parent/guardian; and

2. One-on-one assessment conducted by the principal/designee regarding any learning needs and academic performance.

D) Adopt on first reading new Policy 4.213 Family Life Education

Policy shall read:

General

A family life education program shall be implemented within the school district in compliance with state law.¹

A parent/guardian who chooses not to have a student participate in the family life education program shall submit such request in writing to the principal. A student who is excused from the program shall be assigned alternative health activities and shall not be penalized academically. FAMILY LIFE INSTRUCTION

The curriculum for the family life education program shall, in a manner that is age-appropriate and factually and medically accurate, include the following:²

1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;

2. Encourage sexual health by helping students understand how the who person is affected by sexual activity as well as other risk behaviors;

3. Provide information about human reproduction, including conception, birth, and prenatal care, as well as the process of adoption and its benefits;

4. Provide information on the family unit and the responsibilities and consequences related to sexual activity, including the challenges of single teen parenting;

5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual activity;

6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual abuse, including such abuse that may occur in the home, and human trafficking in which a victim is the child;

7. Provide instruction on the prevention of dating violence;

8. Encourage communication between parent(s)/guardian(s) and students; and

9. Address the legal aspects of sexual activity with emphasis on the rights of the student.

The family life education program shall be reviewed annually to ensure that the prohibited items of instruction, as provided for in state law,³ are not included in the curriculum.

TRAINING ON INSTRUCTION

Personnel providing family life instruction shall receive training prior to presenting such instruction. Personnel shall conduct such instruction with maturity and discretion.

E) Revise on first reading Policy 4.301 Interscholastic Athletics

Beginning line 3 shall read: Student athletes shall only be allowed to participate in athletic activities or events that align with the student's sex indicated on his/her original birth certificate.² The Director of Schools/designee shall require the parent/guardian to provide the

student's original birth certificate prior to participation in any interscholastic athletics. If the original birth certificate is not available or does not indicate the student' sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of the student's sex at birth.

Line 17 shall read: INSURANCE & PHYSICAL EXAMINATIONS

Line 27 shall read: SCHEDULING CONFLICTS

Page 2, beginning line 3 shall read: SEVERE WEATHER⁴

Severe weather is any type of weather that could impede the safety of any athlete by compromising the playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder, lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be discussed with all players, coaches, and officials, if applicable.

All coaches who oversee or participate in outdoor training, practice, or competition shall annually complete a heat illness prevention course approved by the Tennessee Department of Health as well as receive training on activity modifications based on environmental conditions. ATTENDANCE & CONDUCT

Line 15 shall read:

PROHIBITION AGAINST HAZING

Lines 18 through 27 shall be <u>deleted</u> that read:

SPORTSMANSHIP

The Board shall promote and demand good sportsmanship of all participants, coaches, and staff of the Board in interscholastic athletic events sponsored by the Board. It is a privilege, not a right, to participate in interscholastic athletic events, and failure on the part of any student-athlete to conduct himself/herself in a manner consistent with the goals of this policy shall be sanctioned as deemed appropriate by the coach or principal of the respective school, up to and including terminating that student's participation in the athletic event or from the athletic team.

If the Tennessee Secondary School Athletic Association (TSSAA) imposes a fine on any coach under the employ of the Board for unsportsmanlike conduct, the fine shall be paid by the coach against whom the fine was levied.

F) Revise on first reading Policy 4.206 Homebound Instruction

Line 15 shall read:

COVID-19 QUARANTINE²

Students on homebound instruction who are temporarily quarantined due to a positive COVID-19 test result or possible exposure to COVID-19 may participate in remote instruction during the period of quarantine only.

G) Revise on first reading Policy 5.803 Evaluation of the Director of Schools Line 23 shall read: Each individual Board Member must meet with the Director of Schools at least ten (10) days prior to the Board, as a whole, discussing the composite evaluation.

H) Revise on first reading Policy 6.202 Home Schools
Page 1, lines 9, 12, 17, and 18 shall read: Director of Schools
Line 23 shall read: 6. Possess a high school diploma, GED, or HiSET⁴

Page 2, lines 1, 3, 10, 22, and 24 shall read: Director of Schools

Beginning line 30 shall read:

RECORD ACCESS

The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the Compulsory Attendance Law.

STUDENT PERFORMANCE⁶

Beginning page 3, line 1 shall read: The Director of Schools shall develop administrative procedures regarding necessary consultations with home school parents in regard to student performance.

Lines 4-10 shall be deleted that read: If a home school student falls more than one (1) year behind his appropriate grade level in his/her comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have taught the child at his/her grade level determines through appropriate means that the student is not learning disabled, the director of schools shall require the parents to enroll the child in a pubic private or church-related school.

I) Revise on first reading Policy 6.319 Alternative Education

Beginning line 19 shall read: The Director of Schools/designee is not required to assign a student to the alternative school or program if the student committed one of the following:

1. A zero tolerance offense;⁵ or

2. An offense of violence or threatened violence, or an offense that threatened the safety of other students at the school, if the location of the alternative school or program is on the same grounds as the school from which the student was disciplined.⁵

Consideration to assign these students to the alternative school or program will be determined by the Director of Schools/designee on a case-by-case basis.

J) Revise on first reading Policy 5.110 Compensation Guides & Contracts

Beginning line 23 shall read: Notwithstanding anything to the contrary in that certain Memorandum of Understanding (the "MOU") by and between the Cheatham County Board of Education and the Professional Educators of Cheatham County dated March 5, 2020, any retired teacher that is employed as a substitute teacher by a third party company providing substitute teaching services for Cheatham County schools that also provides its employees with a health insurance benefit, shall not be excluded from receiving the contribution of payment for medical insurance premiums set forth in Section XI of the MOU, provided that retiree meets all other qualifying criteria set forth in Section XI of the MOU to receive that benefit.

- K) Mediation Settlement Agreement
- L) Resolution
- M) Special Education Bus lent to Humphreys County School System FY 22
- Brief comments from Board Members 16.

- 17. Announcements
- 18. Adjourn

INFORMATION:

- 1. Personnel Changes:
 - A. Retirements approved:
 - B. Administrative Positions approved:

C. Leave of Absence approved: Levi Cooper, SHS faculty, 9/7/21 – 9/17/21 Christine Humphries, Transportation driver, 8/4/21 – 12/31/21 Kathleen Becker, PVES SpEd assistant, 8/26/21 – 10/21/21 Dana McCall, SHS Nutrition cook, 8/17/21 – 8/31/21 Randy Balthrop, Transportation driver, 8/24/21 – 11/16/21 Jenna Toole, nurse, 8/3/21 – 10/1/21

D. Resignations approved: Dezarye Dowlen, PVES Nutrition cook, 7/30/21 Rachel Tilley, CMS faculty, 8/1/21 Janet Harris, CMS ISS assistant, 7/28/21 Noah Taggart, HHS band director, 8/13/21 Nicole Pedace, ECES faculty, 8/13/21 Marilyn Burke, Transportation driver, 9/3/21 Ashley Nicholson, KSES Nutrition cook, 8/31/21

E. Termination of Employment:

F. Transfers approved:

Shaunna Fort, from ACESA Life Skills to ACESA educational assistant, replaces Amy Shores, 7/30/21

Miraya McLaughlin, from CMS 5th faculty to CMS 6th faculty, replaces Rachel Forbet, 7/30/21 Ashley Say, from KSES Sped assistant to KSES 3rd faculty, replaces Brooke Daugherty, 7/30/21 Shawna Lyle, from CMS general assistant to CMS ISS assistant, replaces Rebecca Wilson, 8/3/21 Mary Michelle Gupton, from Transportation part-time driver to Transportation full-time driver, 7/1/21

Jennifer Gann, from WCES general assistant to WCES computer lab assistant, replaces Leslie Hartman, 8/4/21

Traci Kurilich, from ECES Title IA assistant to ECES assistant funded by ESSER 2.0, 8/6/21 Tracy Douglas, from WCES full-time Title I assistant to WCES part-time general assistant funded by ESSER 2.0 funds, 8/6/21

Stephanie Bodine, from KSES SpEd assistant to KSES extended resource SpEd assistant, new position, 8/2/21

Makayla Vandergrift, from ACESA Pre-K assistant to ACESA SpEd assistant, new position, 8/13/21 Dr. Andrea Bringard, from RA 11-month assistant principal/attendance to RA 12-month principal/attendance, 7/1/21

William Parsley, from CMS extended resource to CMS 7th faculty, replaces self, 8/23/21 Ashley Nicholson, from KSES Nutrition to KSES SpEd assistant, replaces Ashley Say, 9/1/21

G. Elections/Placements approved: Richelle Markam, PES faculty, replaces Wendy Remick, 8/9/21 Michelle Proctor, SMS faculty, replaces Penelope Pitts, 7/30/21 Molly Stokes, PVES faculty, replaces Rhett Timons, 8/2/21 Sarah Leslie Camacho, CMS faculty, replaces Miraya McLaughlin, 7/30/21 Hope Sovine, PES faculty, replaces Wendy Conner, 7/30/21 Deanna Harris, CMS SpEd assistant, replaces Destiny Hudson, 7/30/21 Justin Wheeler, district-wide computer technician, new position, 8/1/21 Tonia Adams, CCCHS Nutrition cook, 8/2/21 Laura Miller, CMS Nutrition cook, 8/2/21 Violet Rosenbaum, SHS Nutrition cook, 8/2/21 Kelly Staggs, SMS head cheerleading coach football/basketball, 8/3/21 Jacqueline Balthrop, SMS assistant cheerleading football/basketball coach, non-faculty, volunteer, 8/3/21 Tyler Turpin, SMS head boys' soccer coach, 8/3/21 Tyler Turpin, SMS head golf coach, 8/3/21 Daniel Waltman, SMS assistant wrestling coach, 8/3/21 Dale Daniel, SMS assistant girls' basketball coach, 8/3/21 Dale Daniel, SMS head boys' basketball coach, 8/3/21 David Casesa, SMS assistant football coach, 8/3/21 Dale Daniel, SMS head football coach, 8/3/21 Gary Weeks, SMS assistant boys' basketball coach, non-faculty, 8/3/21 Gary Weeks, SMS assistant girls' basketball coach, non-faculty, 8/3/21 Kenneth Binkley, SMS head girls' soccer coach, non-faculty, 8/3/21 Lynaya Harte, KSES receptionist, replaces Katie Riggs, 8/1/21 Jonathan Moss, district-wide computer technician, new position, 8/1/21 Barbara Jacobson, CMS academic specialist, replaces Katie Arnold, 7/31/21 Makayla Vandergrift, ACESA faculty, replaces Clarissa Maya, 7/28/21 Caroline Langdon, ECES art/LIM, replaces Terri Garrett, 7/30/21 Jennifer Bowen, HMS Nutrition assistant manager, replaces Beth Parker, 7/26/21 Laura Anderson, SMS assistant cheerleading coach football/basketball, non-faculty, 8/5/21 Josh Biggs, SMS assistant football coach, non-faculty, 8/5/21 Jeremy Ivey, SMS assistant football coach, non-faculty, 8/5/21 Connie Weeks, SMS assistant boys' basketball coach, 8/5/21 Brian Scruggs, SMS assistant boys'/girls' basketball coach, non-faculty, 8/5/21 Connie Weeks, SMS head girls' basketball coach, 8/5/21 Kyle Quillen, SMS head baseball coach, 8/5/21

Donald Quillen, SMS assistant baseball coach, non-faculty, 8/5/21 Shawn Canterbury, SMS assistant girls' soccer coach, non-faculty, 8/5/21 Allison Poth, SMS assistant volleyball coach, 8/5/21 Samantha Fry, SMS head volleyball coach, 8/5/21 Jeremy Davenport, SMS assistant wrestling coach, non-faculty, volunteer, 8/5/21 Kyle Quillen, SMS basketball clock keeper, 8/5/21 Kyle Quillen, SMS JV basketball score keeper, 8/5/21 Kyle Quillen, SMS field maintenance, 8/5/21 Connie Weeks, SMS football/basketball concession set up, 8/5/21 Jennifer Winters, SMS yearbook, 8/5/21 Christy Davis, SMS yearbook, 8/5/21 Lura Waxman, HMS assistant cheer coach, 8/6/21 Kyleigh Ivey, HMS assistant volleyball coach, non-faculty, 8/6/21 Loretta Passen, HMS head volleyball coach, 8/6/21 Billy Price, HMS assistant softball coach, non-faculty, 8/6/21 Dallas Price, HMS assistant softball coach, non-faculty, 8/6/21 Brian Threet, HMS head softball coach, non-faculty, 8/6/21 Olivia Miniat, HMS assistant baseball coach, non-faculty, 8/6/21 Devin Allen, HMS head girls' basketball coach, 8/6/21 Rob Greer, HMS assistant football coach, non-faculty, 8/6/21 Charles Morehead, HMS head football coach, 8/6/21 Levi Cooper, SHS gate worker, 8/6/21 Caitlin Page, SHS drama teacher, 8/6/21 Maggie Mason, SHS head choir director, 8/6/21 David Casesa, SHS football clock keeper, 8/6/21 Nicholas Roberts, SHS gate worker, 8/6/21 Carl Head, SHS gate worker, 8/6/21 Rebecca Jackman, SHS gate worker, 8/6/21 Chevanne Groves, SHS gate worker, 8/6/21 Caleb Marston, SHS gate worker, 8/6/21 Christine Faircloth, SHS gate worker, 8/6/21 Ashley Simon, SHS gate worker, 8/6/21 Jeremy Davenport, SHS assistant wrestling coach, non-faculty, 8/6/21 Cheyanne Groves, SHS assistant volleyball coach, 8/6/21 Tim Kosinski, HHS assistant football coach, non-faculty, 8/6/21 Rebecca Hay, CCCHS faculty, replaces Jessica Blue, 8/4/21 Rebecca Johnson, PES general assistant, replaces Sandy Buck, 8/4/21 Jennifer Reineke, HMS daycare full-time caregiver, replaces Holly Petty, 7/20/21 Brandon Piper, CCCHS faculty, replaces Charles Thompson, 8/5/21 Sara Taylor, ECES/PVES ESSER part-time art teacher, new position, 8/6/21 Toni Tuders, WCES Nutrition cook, 8/2/21 Tara Smith, SHS assistant football cheerleading coach, non-faculty, 8/9/21 Tara Smith, SHS assistant basketball coach, non-faculty, volunteer, 8/9/21 Jeremy Boyd, CCCHS athletic director, 8/9/21 Gary Halstead, CCCHS head football coach, 8/9/21

Jett Brinkley, CCCHS assistant football coach, 8/9/21 Luke Miller, CCCHS assistant football coach, 8/9/21 Rob Williams, CCCHS assistant football coach, non-faculty, 8/9/21 Kevin Eslick, CCCHS football weight trainer, non-faculty, 8/9/21 Aaron Nicholson, CCCHS head boys' basketball coach, 8/9/21 Megan Hunter, CCCHS assistant boys' basketball coach, 8/9/21 Jim Gibbs, CCCHS head girls' basketball coach, 8/9/21 Megan Hunter, CCCHS assistant girls' basketball coach, 8/9/21 Michael Pauley, CCCHS head baseball coach, non-faculty, 8/9/21 Jahcenda Garrett, CCCHS head softball coach, 8/9/21 Eric Turner, CCCHS head cross country coach, 8/9/21 Jeremy Boyd, CCCHS head golf coach, 8/9/21 Bailey Adkins, CCCHS assistant girls' soccer coach, 8/9/21 Dave Hart CCCHS head tennis coach, non-faculty, 8/9/21 Jett Brinkley, CCCHS head track coach, 8/9/21 Kelly Lewis, CCCHS head volleyball coach, 8/9/21 Kristina Pardue, CCCHS assistant volleyball coach, 8/9/21 Amy Minton, CCCHS volleyball line judge, 8/9/21 Jeremy Boyd, CCCHS head wrestling coach, 8/9/21 Christopher Miller, assistant wrestling coach, 8/9/21 Andrew McCormick, CCCHS head band director, 8/9/21 Jason Black, CCCHS band front ensemble instructor, 8/9/21 Andrew McCormick, CCCHS choir, 8/9/21 Lauren Street, CCCHS drama, 8/9/21 Jason Black, CCCHS yearbook sponsor, 8/9/21 Nicolette Woodall, CCCHS head cheerleading football/basketball coach, non-faculty, 8/9/21 Andrew Hatfield, CCCHS head dance football/basketball coach, non-faculty, 8/9/21 Charlie Martin, CCCHS head boys'/girls' soccer coach, non-faculty, 8/9/21 Nate Hughes, SHS band visual/music instructor, non-faculty, 8/10/21 Joshua Stuart, Transportation bus driver, replaces Resha Garrison, 8/9/21 Anna Turnbull, PES Nutrition cook, 7/30/21 Clarissa Maya, SHS Life Skills assistant, replaces Jerry Harvison, 7/30/21 Kaitlyn Minton, CCCHS faculty, replaces Tya Frelix, 8/6/21 Brianette Shannon, RA district resource coordinator, replaces Kimberly Duke, 8/2/21-7/31/22 Kaitlyn Minton, CCCHS volleyball line judge, 8/10/21 Matthew Shuff, SMS athletic director, 8/10/21 Michael Wallace, HMS head boys' basketball coach, 8/10/21 Allison Pogue, CCCHS band color guard instructor, 8/10/21 Mike Pryor, CCCHS assistant softball coach, non-faculty, 8/10/21 Lindsey Ketchum, CCCHS band color guard dance equipment, 8/11/21 James Allgood, ECES Transportation bus driver, replaces Candace Holloway, 8/10/21 Melanie Buchanan, HMS head football/basketball cheer coach, 8/16/21 Melanie Buchanan, HMS athletic director, 8/16/21 Wayne Camper, CHCCHS assistant wrestling coach, non-faculty, volunteer, 8/16/21 Mitchell Camper, CCCHS assistant wrestling coach, non-faculty, volunteer, 8/16/21

Debroah Dison, PVES Nutrition cook, 8/2/21 Anna Kreag, SHS faculty, new position, 8/3/21 Valeriia Connelly, ECES ESSER-funded full-time tutor, new position, 8/13/21 Elizabeth Collins, KSES/PES art teacher, new position, 8/19/21 Annie Schrader, ACESA Nutrition cook, 8/13/21 Penelope Pitts, SHS assistant band director, 8/15/21 Lisa Willoughby, HMS yearbook coordinator, 8/16/21 Denny Petty, HHS assistant baseball coach, non-faculty, 8/16/21 Steve Hamblin, SHS head wrestling coach, non-faculty, 8/16/21 Steve Hamblin, SMS head wrestling coach, non-faculty, 8/16/21 Elizabeth Wooten, ACESA/WCES art teacher, 100 day-new position, 7/30/21 Hannah Binkley, WCES general assistant, replaces Jennifer Gann, 8/17/21 Jennifer Hinson, WCES Life Skills assistant, replaces Alexis London, 8/18/21 Amber Baker, Nutrition sub cook northern cluster, 8/18/21 Dave Samler, CCCHS assistant cross country coach, non-faculty, volunteer, 8/18/21 Dave Samler, CCCHS assistant wrestling coach, non-faculty, volunteer, 8/18/21 Tina Bowen, CMS general assistant, replaces Shawna Lyle, 8/18/21 William Johnson, CCCHS assistant boys' soccer coach, non-faculty, 8/23/21 Michael Parsley, HMS assistant football coach, 8/23/21 Caleb Ginnings, HHS assistant volleyball coach, non-faculty, volunteer, 8/23/21 Jason Ford, HMS assistant football coach, non-faculty, 8/23/21 Wayne Camper, CMS assistant wrestling coach, non-faculty, 8/24/21 Justin Steele, CCCHS assistant wrestling coach, non-faculty, volunteer, 8/24/21 Justin Steele, CMS assistant wrestling coach, non-faculty, volunteer, 8/24/21 Jeremy Boyd, CMS head wrestling coach, 8/25/21 James Malvin Allgood, CMS employee daycare, part-time sub caregiver, new position, 8/30/21 Louise Turner, HMS Employee Daycare part-time caregiver, replacing Carla Luna Haley, 7/20/21 Emily Sullivan, PES Pre-K assistant, replaces Nikki Farmer, 7/20/21 Molly Gupton, PV Daycare part-time caregiver, replaces Brianna Chandler, 5/6/21 Kayla Hackett, ACESA Daycare part-time caregiver, replaces Haley Foster, 5/10/21 Kylie Ramos, ECES Daycare part-time caregiver, replaces Katrina Brown, 8/30/21 Joyce Swaffer, Transportation full-time bus driver, replaces Robert Prentice, 8//30/21 Misty Albert, WCES part-time assistant, replaces Tracy Douglas, 8/31/21 Felicia Hall, HMS Nutrition cook, 8/16/21 Deborah Whatley, ACESA ECI inclusive/Pre-K 3-year-old assistant, replaces Makayla Vandergrift, 8/31/21