

Minutes of the **SPECIAL BOARD MEETING** of the **DOVER BOARD OF EDUCATION** of Dover, Ohio, held virtually due to the COVID-19 pandemic on **August 27, 2020** at **7:00 A.M.**

President John Maxwell called the meeting to order. Roll Call: Ms. Elizabeth Lauber, Mr. Steve Mastin, Mr. Kyle Stemple, Mr. Michael Studer and Mr. John Maxwell.

**73-20** Ms. Lauber motioned to approve the following personnel recommendations. Mr. Mastin seconded the motion.

- **Cindy Thompson** – Approved as Itinerant Teacher for the 2020-2021 school year
- **Robin Petrullo** – Accepted resignation as Head Teacher at East Elementary
- Employed the following for the 2020-2021 school year:
  - Kelli Hepner** – Noontime Assistant at East Elementary
  - Sara Reveal** – 3<sup>rd</sup> Grade Teacher
  - Danielle Hamsher** – 1<sup>st</sup> Grade Teacher
  - Alison Barnhart** – Bus Driver
  - Tawnya Farnsworth** – Bus Driver
- **Brianna Sondag** – Approved one year leave of absence for the 2020-2021 school year
- Approved the following transfers for the 2020-2021 school year:
  - Tiffany Numbers** – Special Education Aide at Dover Avenue Elementary
  - Annette Jones** – Cafeteria Worker at Dover Avenue Elementary
  - Lisa Fisher** – Kindergarten Classroom Assistant (7 hours) at South Elementary
  - Shelly Shutt** – Kindergarten Classroom Assistant at South Elementary
  - Scott McCartney** – Science Teacher at Dover Middle School
- **Valerie Maxwell** – Approved as Head Teacher at East Elementary for the 2020-2021 school year

Yeas: Ms. Lauber, Mr. Mastin, Mr. Stemple, Mr. Studer, Mr. Maxwell

**74-20** Mr. Mastin moved and Mr. Stemple seconded the motion to approve the following recommendations:

- Approved a Resolution to Approve Settlement and Release of All Remaining Issues in the Dover Dairy Queen Appropriation Matter

Yeas: Mr. Mastin, Mr. Stemple, Ms. Lauber, Mr. Studer, Mr. Maxwell

**75-20** Mr. Mastin moved and Ms. Lauber seconded the motion to approve the following policy:

- AFC-1 (Also GCN-1) – Evaluation of Professional Staff (Ohio Teacher Evaluation System)
- Approved a Memorandum of Understanding with OAPSE Local #392

Yeas: Mr. Mastin, Ms. Lauber, Mr. Stemple, Mr. Studer, Mr. Maxwell

**76-20** At 7:07 a.m., Ms. Lauber motioned to adjourn the meeting. The motion was seconded by Mr. Studer.

Yeas: Ms. Lauber, Mr. Studer, Mr. Mastin, Mr. Stemple, Mr. Maxwell

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PRESIDENT

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TREASURER

The Board of Education of Dover City School District, Ohio, met in special session on August xx, 2020, commencing at x:00 p.m. The meeting was conducted virtually pursuant to H.B. 197, with the following members present:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following Resolution:

**RESOLUTION NO. \_\_\_\_\_-20**

**A RESOLUTION TO APPROVE A SETTLEMENT AND RELEASE OF ALL REMAINING ISSUES IN THE DOVER DAIRY QUEEN APPROPRIATION MATTER.**

WHEREAS, on March 10, 2017, the District filed an action against Dover DQ Holdings LLC for appropriation of the property at 501 N. Tuscarawas Avenue (the "Property") as part of its classroom facilities improvement project including the construction of a new high school; and

WHEREAS, Dover Dairy Queen, LLC intervened in the appropriation action as a lessee of Dover DQ Holdings LLC;

WHEREAS, the Court issued an order bifurcating the issues related to the appropriation of the Property and any costs that may be payable under the Ohio Revised Code due to the relocation of any business operating on the Property;

WHEREAS, on December 21, 2017, the jury returned a verdict finding the compensation due for the Property to be taken to be Two Hundred and Forty Five Thousand Dollars;

WHEREAS, on January 9, 2018, the Court issued a final order finding that upon deposit of the above sum with the Clerk of Courts, title in fee simple to the Property shall transfer to the Board;

WHEREAS, on January 12, 2018, the Board made the deposit with the Clerk of Courts;

WHEREAS, issues related to potential relocation costs under ORC §§ 163.14-.15 remained pending in the appropriation action after the trial;

WHEREAS, on July 9, 2018, the Board passed a resolution to approve the procedures and application process regarding relocation costs:

WHEREAS, on or about July 10, 2019, Dover DQ Holdings LLC and Dover Dairy Queen LLC submitted applications for relocation costs with documentation of costs;

WHEREAS, Dover DQ Holdings LLC, as lessor, requested \$28,229.00 and Dover Dairy Queen LLC, as the operator of the Dairy Queen franchise at the site requested \$77,376.82 for relocation costs under ORC §§163.14-.15.

WHEREAS, on February 10, 2020, the Board passed Resolution No. 18-20, authorizing payment of \$27,533.97 in relocation costs to Dover Dairy Queen LLC and zero to Dover DQ Holdings, LLC.

WHEREAS, counsel for the Board has provided updates to the Board regarding the continued claims and negotiations for relocation costs as issues remaining in the Action, and the parties have agreed to a Settlement and Release of all remaining claims and issues.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Dover City School District, County of Tuscarawas, Ohio, that:

Section 1. The Board authorizes its President to execute the attached Settlement and Release Agreement, including the payment to Dover Dairy Queen LLC of a total of \$50,000.00 on its application for Relocation Payments as settlement in full of all claims and demands made by the Respondents in the Action;

Section 2. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held in compliance with the law.

Section 3. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof.

Section 4. This Resolution shall be in full force and effect from and immediately upon its adoption.

\_\_\_\_\_ seconded the motion.

Upon roll call on the adoption of the foregoing Resolution, the vote was as follows:

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\_\_\_\_\_

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**TREASURER'S CERTIFICATION**

The above is a true and correct extract from the minutes of a special meeting of the Board of Education of Dover City School District, Ohio, held August xx, 2020, commencing at xx:00 p.m. held virtually pursuant to H.B. 197, showing the adoption of the Resolution hereinabove set forth.

Dated: August xx, 2020

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Treasurer, Board of Education  
Dover City School District, Ohio

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**DOVER CITY SCHOOL DISTRICT BOARD OF EDUCATION**  
**and the**  
**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**  
**LOCAL #392**

This Memorandum of Understanding (hereinafter "the Memorandum") is made and entered into by and between the Dover City School District ("District") Board of Education (hereinafter "the Board") and the Ohio Association of Public School Employees Local #392 (hereinafter "OAPSE").

WHEREAS, the Board and OAPSE are parties to the Negotiated Agreement having a term of July 1, 2017, through June 30, 2020 ("the Agreement"), which was extended through June 30, 2021 under a one-year Extension Agreement; and,

WHEREAS, Article X, Section A governs Vacation Eligibility and Schedule Entitlement; and

WHEREAS, the Parties wish to amend Article X, Section A to make employees eligible for vacation earlier; and

WHEREAS, the Parties wish to amend Article X, Section A to clarify when an employee is entitled to an increase in vacation entitlement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1: Article X, Section A shall be amended as follows:

\* \* \*

3. ~~Any new employee whose initial date of hire falls after July 1 shall be eligible for the first year vacation benefit if he/she worked at least one hundred twenty (120) days between the date of hire and June 30.~~ Any employee hired on or after April 1, 2019, holding a position which entitles him/her to vacation, shall earn vacation in quarterly increments. Each quarter shall begin on January 1, April 1, July 1, and October 1, respectively. An employee whose hire date does not coincide with the beginning of a quarter shall have his/her initial quarter prorated and rounded up to the nearest month if he/she works at least 15 days in the first month of employment.
4. An employee's hire date shall be used as the anniversary date for purposes of an increase in vacation entitlement.

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Section 2: This Memorandum shall apply retroactively to any employees hired on or after April 1, 2019.

Section 3: In all other respects, the terms and conditions of the existing Agreement remain in full force and effect.

This Memorandum is hereby entered into this \_\_\_\_ day of \_\_\_\_, 2020, by and between the following:

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
OAPSE Local #392 President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
OAPSE Local #392 Vice President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
OAPSE Representative