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BOARD OF EDUCATION
Special Meeting - July 27, 2020 - 4:00 PM
Zoom Teleconference

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AGENDA

1. CALL TO ORDER/ROLL CALL



Board of Education
Special Meeting – July 27, 2020

AGENDA SECTION: Roll Call

ITEM: Roll Call

COMMENTS BY: Bonita Lucky, Board Clerk

	PRESENT	ABSENT
Linda Cohen	_____	_____
Seanne Falconer	_____	_____
Sarah Johansen	_____	_____
Chris McCullough	_____	_____
Cheryl Polzin	_____	_____
Bonita Lucky	_____	_____
Andrea Cuene	_____	_____
Chace Anderson, ex-officio	_____	_____

2. ADMINISTRATIVE

A. Student Teaching Agreements

3. FINANCE AND BUSINESS

A. Approval of Purchase Agreement for Building and Land in Medina



Board of Education
Special Meeting – July 27, 2020

AGENDA SECTION: Finance and Business Recommendations

ITEM: Finance and Business Recommendations

COMMENTS BY: Jim Westrum, Executive Director of Finance and Business Services

At the District’s July 13, 2020 Regular School Board meeting, the Board passed a resolution allowing the Superintendent and the Executive Director of Finance and Business Services to sign and enter into a purchase agreement for the acquisition of a building and land for a public purpose consistent with operating the school district.

The Executive Director of Finance and Business Services has entered into a purchase agreement for the purchase of a building and land located in the District within the City of Medina. The District’s legal counsel has reviewed the purchase agreement and is currently performing due diligence procedures within the 60 day due diligence period. If satisfactory results are obtained, the purchase agreement calls for a closing within 15 days of the due diligence period.

The facility committee of the board discussed multiple options for the acquisition of a building and land and concur with the recommended site and plan for land acquisition presented to the entire board for consideration and approval.

Recommended Action: Approve the Purchase Agreement by and between VIVID INVESTMENTS L.L.C , and Independent School District 284.

Motion by: _____ **ROLL CALL** **Passed:** _____

Second by: _____ **Failed:** _____

Abstentions: _____ **4** _____

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (as defined below in Section 10.16) by and between INDEPENDENT SCHOOL DISTRICT 284, a Minnesota independent school district or its assigns (“Purchaser”) and VIVID INVESTMENTS L.L.C., a Minnesota limited liability company (“Seller”). In consideration of the mutual covenants and agreements contained herein, including the costs and expenses incurred by Purchaser to perform due diligence related to the acquisition of the Property, and for other good and valuable consideration, Purchaser and Seller do hereby make and enter into this Agreement upon the following terms and conditions:

ARTICLE 1 - PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the real property consisting of an approximately 38,500 square foot building (“Building”) and approximately 4.10 acres of land, with a street address of 295 State Highway No. 55, City of Medina, County of Hennepin, State of Minnesota, as legally described and depicted in Exhibit A attached hereto and made a part hereof, together with all structures, building systems (i.e. mechanical, HVAC and utility), fixtures and leasehold improvements thereon, and easements, leases and rights benefiting or appurtenant to the property (collectively the “Property”).

Personal Property located at the Property shall be treated as set forth in Section 4.2(e).

1.2 Purchase Price and Manner of Payment. The purchase price for the Property shall be the sum of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) (“Purchase Price”). The Purchase Price, subject to prorations and adjustments set forth in this Agreement, shall be payable in full at Closing in cash, by wire transfer of immediately available funds or by a Title Company check to Seller.

1.3 Earnest Money. Within five days after the Effective Date, Purchaser shall deposit with the Title Company (as defined below) the sum of Fifty Thousand and no/100 dollars (\$50,000.00) (“Earnest Money”) in good funds, either by check or by wire transfer. The Title Company shall hold the Earnest Money in accordance with the terms and conditions of this Agreement and any escrow agreement entered into by Seller, Purchaser and Title Company. Interest, if any, accruing on such amount shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement. The Earnest Money shall be refundable as set forth in this Agreement. The Earnest Money shall be applied towards payment of the Purchase Price.

ARTICLE 2 – TITLE AND SURVEY AND OTHER DELIVERABLES

2.1 Title Examination. Purchaser shall, at Seller’s cost, cause to be issued and delivered to Purchaser a current ALTA title insurance commitment (“Title Commitment”) from First American Title Insurance Company, Minneapolis Office (“Title Company”) covering the entire Property. Purchaser shall order the Title Commitment within three (3) days after the Effective Date. The Title Commitment shall show all matters affecting title to the Property and bind the Title Company to issue at Closing an ALTA 2006 extended owner’s title insurance policy to Purchaser in the full amount of the Purchase Price (“Title Policy”). The Title Commitment shall be accompanied by copies of all recorded documents affecting the Property with proper searches for bankruptcies, judgments, liens and assessments. Purchaser shall pay the cost of the premium for the Title Policy and any endorsements required by Purchaser.

2.2 Survey. Purchaser may, at its option and cost, employ a surveyor, licensed or registered by the state where the Property is located, to prepare an ALTA survey of the Property (“Survey”). Purchaser

agrees to have any Survey that Purchaser obtains with respect to the Property certified to both Seller and Purchaser, provided the additional certification is at no cost to Purchaser, and to provide any such Survey to Seller as soon as Purchaser receives the same.

2.3 Title Objections; Cure of Title Objections. Purchaser shall have until the expiration of the Due Diligence Period to notify Seller in writing of such objections as Purchaser may have to anything contained in the Title Commitment or Survey (“Objections”). Seller shall have the right, but not the obligation, to cure any Objections. Seller shall notify Purchaser within seven (7) days after receipt of a written notice from Purchaser describing any such Objections as to whether Seller is willing to attempt to cure such Objections. If Seller is not willing to attempt to cure any such Objections or if Purchaser is not satisfied with Seller’s proposed cure, Purchaser’s sole rights shall be to either (i) waive the Objections and proceed to purchase the Property without any reduction in the Purchase Price, or (ii) terminate this Agreement and recover the Earnest Money. If Seller indicates that it intends to cure an Objection, then Seller shall have thirty (30) days to complete the cure. If the cure is not completed within such thirty (30) day period, then Seller shall give notify Purchaser and Purchaser may do either (i) or (ii) above. Notwithstanding anything to the contrary contained in this Agreement, Seller shall satisfy, release or cure at Closing any liens of an ascertainable amount encumbering the Property that are created, assumed or otherwise caused by Seller, its affiliates or related parties, or any occupants of the Property, such as mortgages, deeds of trust, mechanic’s liens, judgment liens, utility liens and past due tax liens, and in the event that Seller does not, Purchaser may proceed to Closing and pay directly or withhold from the Purchase Price and place into escrow, an amount sufficient to satisfy the lien, or for the Title Company to insure over the lien, as applicable.

2.4 Additional Title Objections. Purchaser may also, at its option, object to any additional title or survey item that materially and adversely affects the Property and was not previously set forth in the Title Commitment or Survey provided such objection is made within five (5) days of Purchaser becoming aware of the objectionable item. Purchaser shall have a period of five (5) days after written notice and receipt of the additional title or survey item to provide Seller with written notice of an Objection. If Purchaser does not provide written notice of such Objection within the five (5) day time period, then Purchaser shall no longer have any right to object to the additional title or survey item. Any proper Objection under this Section shall otherwise be subject to the process set forth in Section 2.3.

2.5 Due Diligence Materials and Other Documents Provided by Seller. Seller shall deliver to Purchaser, within five (5) days after the Effective Date, copies of all of the following due diligence materials relating to or affecting the Property which Seller has access to or are in Seller’s possession or control: surveys, soil or environmental reports and tests; as-built plans and surveys; all documentation concerning repair and maintenance of the Property; all documentation related to the requirements of off-site ponding; inspection notices, reports and results; site plans; title work or policies; property tax and special assessment bills together with any notices concerning assessment, valuation or property tax or special assessment; agreements with any governmental authority; and any notices of violation from any governmental authority (“Due Diligence Materials”).

Seller shall also deliver to Purchaser, within five (5) days after the Effective Date, correct and complete copies of all existing agreements or contracts related to or affecting the Property, including, but not limited to: leases, licenses, occupancy agreements, copies of any unrecorded easements, covenants and restrictions known to Seller that restrict the use of the Property or the construction of improvements at the Property; and any maintenance, management and service contracts, whether or not being assumed by Purchaser.

The obligation of Seller to provide the above referenced items is ongoing through Closing in the event that Seller gains access to, or possession or control of, any additional or updated above referenced items after

the Effective Date. Seller shall cooperate in all reasonable respects with Purchaser's due diligence efforts. Seller shall not be entitled to any compensation in connection with such cooperation.

ARTICLE 3 - INSPECTION AND CONTINGENCIES

3.1 Right of Inspection and Contacting Tenants. As of the Effective Date, Purchaser and its agents shall have the right to access the Property to make physical and visual inspections, investigations, surveys and testing as the Purchaser deems necessary. Purchaser agrees that its on-site activities at the Property shall be conducted at reasonable times and shall not unreasonably interfere with the use of the Property by Seller. Seller agrees to meet with the parties conducting any inspections, investigations, surveys and testing and to cooperate in answering questions concerning the Property as requested. Purchaser shall pay all costs and expenses of such inspections, investigations, surveys and testing conducted by Purchaser. Purchaser shall promptly repair and restore any damage to the Property caused by Purchaser's activities at the Property to substantially the same condition as existed prior to such entry. Purchaser shall pay all costs and expenses of such investigation and testing and shall defend, indemnify and hold Seller harmless from and against any and all liabilities, actions, losses, costs, damages, liens and expenses (including reasonable attorney fees incurred by Seller in enforcing such right to defense, indemnification and reimbursement) arising from or relating to such investigation and testing or the conduct of Purchaser's inspection activities at the Property. These obligations of Purchaser shall not be construed to require Purchaser to perform any removal or remediation of any hazardous substances or incur any other expenses related to discovery of hazardous substances revealed by Purchaser's actions. Purchaser also agrees to have any environmental assessments, soil tests, physical condition reports and other inspections that Purchaser obtains with respect to the Property certified to both Seller and Purchaser, provided the additional certification is at no cost to Purchaser, and to provide any such assessments, test, reports and inspections to Seller as soon as Purchaser receives the same as long as Seller is not in default of this Agreement. The indemnification obligations of Purchaser set forth in this Section shall survive the termination of this Agreement by either party for a period of twelve (12) months. These obligations shall survive Closing or any termination of this Agreement for a period of twelve (12) months.

3.2 Due Diligence Period and Due Diligence Materials. The "Due Diligence Period" shall be from the Effective Date through the date that is sixty (60) days from the Effective Date.

3.4 Purchaser's Contingencies. The obligations of Purchaser under this Agreement are contingent upon each of the following:

- (a) Performance of Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement on or before the Closing.
- (b) Proceedings. That there is no action, litigation, investigation, condemnation or eminent domain proceeding of any kind pending or threatened against the Property on or before the Closing.
- (c) Title and Survey. Title and Survey shall have been found acceptable by Purchaser as provided in Article 2.
- (d) Testing and Inspection. Purchaser shall have determined, in its sole discretion, on or before the expiration of Due Diligence Period, that it is satisfied with the condition of the Property and the results of all inspections and testing of the Property, including, but not limited to,

all soil tests, well tests, engineering inspections, property condition reports, hazardous waste and environmental reviews of the Property.

- (e) Contracts. Purchaser shall have determined, in its sole discretion, on or before the expiration of the Due Diligence Period, that it is satisfied with all existing contracts affecting the Property.
- (f) Leases. Seller shall have terminated any leases, licenses or occupancy agreements affecting the Property.
- (g) Due Diligence Materials and Other Documents Provided by Seller. Purchaser shall have determined, in its sole discretion, on or before the expiration of the Due Diligence Period, that it is satisfied with the Due Diligence Materials and other documents and information concerning the Property provided by Seller under this Agreement.
- (h) Government Approvals. Purchaser shall have determined, in its sole discretion, on or before the expiration of Due Diligence Period, that it is satisfied that all governmental approvals, permits or authorizations necessary or desired by Purchaser for the Property have or will be obtained. Purchaser shall have determined, in its sole discretion, on or before the expiration of the Due Diligence Period, that all applicable zoning ordinances, building and use restrictions and codes, required building permits, and any requirements with respect to licenses, permits and agreements necessary for the lawful use and operation of the Property as Purchaser elects, have been or will be issued or complied with.
- (i) Board Approval. Purchaser shall have obtained from Purchaser's board all approvals necessary to complete this transaction, on or before the expiration of Due Diligence Period.

3.5 Right of Termination. Seller agrees that in the event Purchaser determines in its sole discretion that the Property is not suitable for its purposes, for any reason or no reason at all, on or before the expiration of Due Diligence Period, or that a contingency contained in Section 3.4 has not been satisfied on or before the date specifically set forth for the contingency, Purchaser shall have the right to terminate this Agreement by written notice to Seller on or before five days after the expiration of Due Diligence Period, or five days after the date specifically set forth for the contingency, as applicable. Upon such termination, the Earnest Money shall be returned to Purchaser. If Purchaser acknowledges the satisfaction or waiver of a contingency by written notice to Seller, or if Purchaser does not provide a written notice of termination by the date required, Purchaser shall no longer have a right to terminate this Agreement under this Section because of such contingency. All the contingencies set forth in Section 3.4 are specifically for the benefit of the Purchaser.

ARTICLE 4 - REPRESENTATIONS AND COVENANTS

4.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

- (a) Organization and Authority. Seller is a limited liability company duly organized and validly existing in good standing under the laws of Minnesota. Seller has the requisite power and authority to enter into and perform this Agreement and to transfer all of the Property in accordance with this Agreement and without further consent or approval. The person signing this Agreement and Seller's closing documents on behalf of the Seller is authorized to do so.

- (b) Proceedings. To Seller's actual knowledge, there is no action, litigation, investigation, condemnation, eminent domain or proceeding of any kind pending or threatened against the Property to Seller's actual knowledge. Seller has not received any notice from any governmental authority or third party of any violation or potential violation of any law, ordinance or regulation related to the Property or its condition, or of any breach of any covenants or easements affecting the Property.
- (c) Notice of Violations. Seller has received no written notice that the use and operation of the Property violates any applicable building codes, environmental, zoning and land use laws, or other applicable local, state and federal laws and regulations, and Seller has not received prior to the Effective Date any written notification from any governmental or public authority (1) that the Property is in violation of any applicable fire, health, building, use, occupancy or zoning laws where such violation remains outstanding, or (2) that any work is required to be done upon or in connection with the Property, where such work remains outstanding.
- (d) Assessments. Seller has received no written notice of threatened or pending special assessments or reassessments of the Property.
- (e) Possession and Title. No persons are in possession of any portion of the Property other than Seller. There will be no leases or possessory rights in favor of any person, service or maintenance contracts, equipment leases or other contracts affecting the Property as of the Closing. Seller is not a party to any non-governmental covenants, restrictions or easements contained in any document, whether recorded or unrecorded, that affect the use of the Property or the construction of improvements at the Property. Seller has no actual knowledge of any encroachments or boundary line questions affecting the Property.
- (f) Condition of the Property. Seller has no actual knowledge of any material structural, roofing or other material defects in the improvements located with the Property and has no knowledge of any material repairs currently contemplated.
- (g) Hazardous Substances. To Seller's actual knowledge and except as disclosed in any Environmental Reports that Seller will provide to Purchaser as part of the Due Diligence Materials, no hazardous substances are located on the Property. Seller has received no notice from any governmental entity or private party that any hazardous substances are currently located on the Property in violation of any environmental law. Except as disclosed in any Environmental Reports that Seller will provide to Purchaser as part of the Due Diligence Materials, Seller has no actual knowledge of the use, storage or release of any hazardous substances on the Property. Seller has not released any hazardous substance on the Property.
- (h) Wells, Individual Sewage Treatment Systems and Storage Tanks. There are no wells or individual sewage treatment systems, whether in use or abandoned, at the Property. To the Seller's actual knowledge, there are no underground or above ground storage tanks of any size or type at the Property.
- (i) Methamphetamine Disclosure. To Seller's knowledge, Methamphetamine production has not occurred at the Property.

Whenever a representation or warranty is made “to the best of Seller’s knowledge,” such representation or warranty is limited to the actual knowledge of Brent A. Kompelien, who is the sole Member of Seller.

The representations and warranties of Seller in this Agreement shall be true as of the Closing and shall survive Closing for a period of twelve (12) months only and Purchaser shall have no right thereafter to make any claim against Seller or any other party based upon an alleged breach of any such representations or warranties. In addition, Seller shall have no liability to Purchaser for a breach of any representation or warranty unless (a) the valid claims for all such breaches collectively aggregate more than Ten Thousand Dollars (\$10,000.00), in which event the full amount of such valid claims shall be actionable, and (b) an action for damages based on a breach of any such representation or warranty shall have been commenced by Purchaser against Seller within such twelve (12) month period. The consummation of this Agreement by Purchaser with knowledge of any breach by Seller of any of Seller’s representations or warranties herein shall constitute a waiver and release by Purchaser of any claims based, in whole or in part on such breach, unless the breach is caused by the intentional or negligent acts of Seller or if known by Seller to be false as of the Effective Date.

It is specifically understood that Purchaser shall have a full and complete opportunity prior to Closing to determine for itself the condition of the Property. Except as expressly provided in this Agreement or any of the documents delivered by Seller at Closing, the sale of the Property is made on an “AS IS” basis, and Purchaser expressly acknowledges that, except as otherwise specified herein or any of the documents delivered by Seller at Closing, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO ANY IMPROVEMENTS, PERSONAL PROPERTY OR THE ENVIRONMENTAL OR SOIL CONDITIONS OF THE PROPERTY. By executing this Agreement, Purchaser acknowledges that the following: (1) the Property may contain defects unknown to Seller; (2) Purchaser bears the sole responsibility to inspect the Property and review all information disclosed by Seller or its agents with respect to the Property; and (3) Purchaser is assuming all risks concerning the Property upon Closing.

4.2 Covenants of Seller. Seller covenants and agrees as follows from the Effective Date until the Closing or earlier termination of this Agreement:

- (a) Exclusive Right to Purchase. Seller and its agents shall cease marketing the Property and shall not conduct any discussions or negotiations or respond in writing to any solicitations by third parties relating to the purchase of the Property during the term of this Agreement. Seller will not enter into any other contracts for the sale of the Property, nor will Seller grant any rights of first refusal or options to purchase the Property or any other rights to others that might prevent the consummation of this Agreement. Seller has not entered into or granted any contracts, rights or options relating to a sale of the Property to any third party that remain in effect on the Effective Date.
- (b) Contracts Affecting the Property. Seller shall not amend any existing or enter into any new agreements or contracts related to or affecting the Property without the consent of Purchaser which will be in force and effect after the Closing, including, but not limited to: any maintenance, management and service contracts; any leases, licenses or occupancy agreements; and any recorded or unrecorded easements, agreements, restrictions, governmental agreements. Seller shall not convey all or any part of the Property .

- (c) Operation of the Property. Seller shall continue to operate, maintain, repair and insure the Property in a manner consistent with the operation, maintenance, repair and insurance of the Property existing as of the Effective Date. Seller shall not perform or authorize any activities that change the physical characteristics of the Property from its existing state as of the date of the Effective Date. Seller shall not perform or authorize any removal or alteration of any buildings, structures, improvements, trees or vegetation at the Property and shall not perform or authorize any excavation or earth moving after the Effective Date.
- (d) Liens and Encumbrances. Upon Closing, the Property will be free and clear of all liens of an ascertainable amount that are created, assumed or otherwise caused by Seller, its affiliates or related parties, or any occupants of the Property, such as mortgages, deeds of trust, mechanic's liens, judgment liens, utility liens and past due tax liens. All labor or material which has been or will be furnished to the Property have been fully paid for or will be fully paid for by the Closing so that no lien for labor or material rendered can be asserted against the Property. Seller agrees to satisfy the requirements of the Title Company necessary to cause the Title Company to insure Purchaser's title to the Property without an exception for mechanic's lien claims arising out of labor or materials provided to the Property by or at the direction of Seller or any occupants of the Property prior to Closing.
- (e) Personal Property. Personal property includes any equipment, furniture, trade fixtures, inventory, appliances, safes, signs, debris, paints, solvents, chemicals, tanks, and other personal property and moveable items of Seller or any occupant of the Property (the "Personal Property"), except the vehicle lifts located at the Property (the "Lifts"). The Lifts are not defined as Personal Property but rather included in the definition of the Property for purposes of this Agreement. In no event does Personal Property include structures, building systems (i.e. mechanical, HVAC and utility), fixtures and leasehold improvements. Purchaser is obtaining an interest in the Property under this Agreement but is not obtaining any interest in the Personal Property.

Seller shall, at its cost, be responsible for the removal of all Personal Property from the Property on or before the Closing. Seller shall also, at its cost, be responsible for repairing all damage from the removal of Personal Property to a condition consistent with the remaining improvements before the Closing. Seller shall pay to Purchaser all third party costs incurred in any removal, storage or disposal of Personal Property remaining at the Property after the Closing and to cause the Property to be surrendered in the condition required under this Agreement. Seller shall pay these costs immediately upon demand. Seller shall indemnify, defend and hold Purchaser harmless from all claims, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from any failure of Seller to move-out and surrender the Property as required under this Agreement.

- (f) Surrender of Property. Unless the parties otherwise agree in writing to the contrary, as of the Closing:
- (1) Seller shall participate with Purchaser or its agents in a walk-thru inspection of the Property as reasonably requested by Purchaser to verify the condition of the Property and that no Personal Property remains at the Property.

- (2) Seller shall surrender possession of the Property to Purchaser, and no persons shall be in possession of any portion of the Property or have any right to occupy the Property at any time thereafter other than the Purchaser.
 - (3) Seller shall surrender the Property in a condition similar to the condition as of the date of this Agreement, less reasonable wear and tear.
 - (4) All keys to all buildings and rooms at the Property shall be provided to Purchaser.
 - (5) All leases and contracts related to the operation, management, maintenance and repair of the Property shall be terminated or assigned as agreed upon by the parties.
 - (6) All Personal Property remaining at the Property shall be deemed abandoned and may be used, removed, stored or disposed of by Purchaser. Purchaser shall not be responsible for the preservation or safekeeping of any Personal Property remaining at the Property.
 - (7) All leases affecting the Property shall be terminated prior to Closing.
- (g) Seller's Cooperation. Seller shall cooperate in all reasonable respects and in good faith with Purchaser in obtaining governmental and third party approvals, consents and agreements, and shall execute such applications, permits, agreements and other documents as may be reasonably required by Purchaser, provided that such items may be effective as of the Closing. Seller shall not be entitled to any compensation or reimbursement of costs in connection with such cooperation.

ARTICLE 5 - CLOSING

5.1 Time and Place. Except as extended pursuant to this Agreement, the closing of the purchase and sale transaction contemplated by this Agreement ("Closing") shall occur on a date that is fifteen (15) days after the expiration of Due Diligence Period or upon such earlier date agreed upon by the parties, at the offices of Title Company or through deposit of funds and documents in escrow with the Title Company.

5.2 Seller's Obligations at Closing. At the Closing, Seller shall deliver to Purchaser a duly executed Limited Warranty Deed in recordable form, conveying to Purchaser fee simple marketable title to the Property and all rights appurtenant, together with a seller's affidavit, FIRPTA affidavit, Waiver of Relocation Benefits attached as Exhibit B, evidence as to the authority of the persons executing documents on behalf of Seller, well certificate and all other documents reasonably necessary to consummate the transaction contemplated by this Agreement. The seller's affidavit executed by Seller shall be reasonably acceptable to the Title Company and certify as of the date of Closing that there are no outstanding unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property at the request of Seller or any other occupant of the Property for which payment has not been made; and that there are no unrecorded interests in the Property known to Seller. Seller shall also deliver possession of the Property to Purchaser at the Closing. At the Closing, Seller shall also deliver to Purchaser the following:

- (a) Service Contracts and Warranties. Deliver to Purchaser a termination of all maintenance, management and service contracts affecting the Property or an assignment of contracts for any such contract that Purchaser, in its discretion, agrees to assume, together with any originals of the contracts being assumed. Deliver to Purchaser any originals of all warranties for any equipment or improvements at the Property together with an assignment of such warranties consented to by the warrantor.
- (b) Personal Property and Bill of Sale. Deliver to Purchaser a bill of sale listing all equipment

and personal property being sold as part of the Property, including the Lifts. The bill of sale shall convey good and marketable title to the equipment and personal property free and clear of all liens and encumbrances. All equipment, personal property and debris not included in the sale shall be removed by Seller, at its cost, on or before the Closing. Any equipment, personal property or debris remaining on the Property after the Closing shall be deemed abandoned and may be removed, stored or disposed of by Purchaser, at Seller's cost.

5.3 Purchaser's Obligations at Closing. At the Closing, Purchaser shall pay to Seller the full amount of the Purchase Price, as increased or decreased by prorations or adjustments set forth in this Agreement, and shall deliver to Seller all other documents reasonably necessary to consummate the transaction contemplated by this Agreement. Purchaser and Seller agree that the Earnest Money shall be delivered to Seller at the Closing and applied towards payment of the Purchase Price.

5.4 Closing Costs. Seller and Purchaser agree to the payment of costs in connection with the Closing as follows: (a) Seller and Purchaser each will pay one-half of any reasonable and customary closing fees or charges imposed by the Title Company for the Closing; (b) Seller shall pay all state deed tax for the recording of the deed; (c) Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Purchaser will pay the cost of recording the deed conveying the Property to Purchaser; and (d) any other costs required to be paid by Purchaser or Seller by Closing pursuant to this Agreement.

5.5 Prorations. Seller and Purchaser agree to the following prorations as if Purchaser was vested with title to the Property on the date of Closing:

- (a) Utility Services. Seller shall pay or cause to be paid all charges for utility services, garbage charges and similar charges incurred at the Property prior to the date of Closing. Seller shall cause all utility meters for utility services at the Property to be read as of the date of Closing.
- (b) Other Costs. Any other costs pertaining to the Property not prorated in this Agreement shall be paid and prorated as follows. Seller agrees to cause to be paid in full all expenses and charges incurred in connection with the Property for the period prior to the date of Closing. Purchaser agrees to cause to be paid in full all expenses and charges incurred in connection with the Property for the period from the date of Closing and thereafter. Seller or Purchaser, as the case may be, shall indemnify, defend and shall hold the other harmless from any costs, expenses or damages, including reasonable attorneys' fees, which may result from any failure by Seller or Purchaser to so pay such items. The provisions of this Section shall survive Closing and delivery of the deed.

ARTICLE 6 - REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

6.1 Real Estate Taxes and Special Assessments. On or before the Closing, Seller shall pay all general real estate taxes for the Property due and payable in years prior to the year of Closing. General real estate taxes for the Property due and payable in the year of Closing shall be apportioned between Purchaser and Seller based on a 366-day calendar year as if Purchaser were vested with title to the Property on the Closing. Seller shall also pay, on or before the Closing, all deferred taxes for the Property (including green acre taxes) and all special assessments levied, pending or certified against the Property as of the Closing, including, without limitation, any installments of special assessments (or estimates thereof) and interest

thereon payable after the Closing. The obligations of Purchaser and Seller contained in this Section shall survive Closing and delivery of the deed.

ARTICLE 7 - COMMISSIONS

7.1 Brokerage Commissions. Seller and Purchaser each respectively represent and warrant that the only real estate brokers or agents involved with this transaction are Jeff Minea from Lee & Associates, on behalf of Seller, and Jason Sell with Cushman & Wakefield, on behalf of Purchaser. Seller shall be responsible for the real estate commissions and costs payable to both of the foregoing brokers. Purchaser and Seller agree to indemnify, defend and hold harmless the other party from any loss, liability, cost, damage or expense resulting from, or relating to, the breach of its representation under this Section. These obligations of Purchaser and Seller shall survive Closing or any termination of this Agreement.

ARTICLE 8 – CASUALTY AND EMINENT DOMAIN

8.1 Casualty. Prior to Closing, Seller shall have responsibility and liability for all damage or injury of any kind to the Property, the improvements thereon, any and all persons, whether employees or otherwise, and all property connected to the Property, except for damage or injury caused by the acts of Purchaser, its agents or assigns. Seller agrees to maintain Seller's current insurance coverage, if any, on the Property until Closing. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give Purchaser written notice of such fact and, in such case, either Seller or Purchaser shall have the right (to be exercised by either party within ten (10) days after receipt of Seller's notice) to terminate this Agreement by delivering written notice of such termination to the other party. If this Agreement is so terminated, neither party will have any further obligations under this Agreement and the Earnest Money shall be refunded to Purchaser. If this Agreement is not terminated despite such damage, or if the Property is damaged but not substantially, Seller shall promptly commence to repair such damage or destruction and return the Property to substantially its condition prior to such damage. If such damage shall be completely repaired prior to the Closing Date, then there shall be no reduction in the Purchase Price and Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date but Seller is diligently proceeding to repair, then, at Purchaser's option, Purchaser may (a) post-pone closing until the work is complete; or (b) opt to have Seller complete the repair after the Closing Date and require Seller to (1) escrow at least 120% of the estimated amount to complete the work, or more if required by the Title Company to issue mechanics lien coverage to Purchaser, and (2) deliver all other documentation required by Title to issue said mechanics lien coverage. In either case, Seller shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed and providing all documentation necessary for mechanics lien coverage or fulfillment of the obligations of the escrow agreement. If the work is not completed by Closing and Seller is not diligently proceeding to repair, then Seller is in default under this Agreement and Purchaser has the remedies available under Section 9.1. For purposes of this Section, the words "substantially damaged" mean damage that would cost \$25,000.00 or more to repair.

8.2 Eminent Domain. If prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give Purchaser written notice of such fact and, in such case, either Seller or Purchaser shall have the right (to be exercised by Purchaser or Seller within ten (10) days after receipt of Seller's notice) to terminate this Agreement by delivering written notice of such termination to the other party. If this Agreement is so terminated, neither party will have further obligations under this Agreement and the Earnest Money and all accrued interest thereon shall be refunded to Purchaser. If neither party terminates this Agreement, the Purchase Price shall be reduced by any condemnation awards paid to Seller prior to Closing and Seller shall, at Closing, assign to Purchaser all of

Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Purchaser's prior written consent.

ARTICLE 9 - REMEDIES

9.1 Remedies. If any representation or warranty of Purchaser in this Agreement proves untrue, if Purchaser breaches any covenant of Purchaser under this Agreement, or if Purchaser fails to consummate the transactions contemplated in this Agreement for any reason other than Seller's default or the failure of any conditions precedent to Purchaser's obligations to be satisfied, Seller shall have the right to terminate this Agreement by giving Purchaser thirty (30) days' prior written notice of such termination in accordance with Minnesota Statutes 559.21. If Purchaser fails to cure all items of default specified in the notice within thirty (30) days after receiving such notice, then this Agreement shall be deemed terminated and upon such termination Seller shall retain the Earnest Money as liquidated damages and as Seller's sole remedy. If any representation or warranty of Seller in this Agreement proves untrue, if Seller breaches any covenant of Seller under this Agreement, or if Seller fails to consummate the transactions contemplated in this Agreement for any reason other than Purchaser's default or the failure of any conditions precedent to Seller's obligations to be satisfied, then Seller shall be in default of this Agreement and Purchaser's sole rights shall be to either (i) terminate this Agreement by giving written notice of such termination to Seller, whereupon the Earnest Money shall be returned to Purchaser and Purchaser may bring an action for up to a maximum of Fifteen Thousand and no/100 dollars (\$15,0000.00) for Purchaser's actual third-party out-of-pocket costs incurred by Purchaser in connection with its negotiation of this Agreement and due diligence, (ii) seek specific performance of this Agreement, but only if a lawsuit seeking specific performance is commenced within six (6) months after the scheduled Closing Date, and (iii) in the event that the default is a breach of a Seller representation or warranty herein discovered post-Closing, Purchaser may bring an action for damages within twelve (12) months of the Closing.

ARTICLE 10 - MISCELLANEOUS

10.1 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

10.2 Severability. In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with the law of the jurisdiction, the remaining provisions of this Agreement shall continue to be valid, enforceable and not be affected by such holding.

10.3 Waiver. No term or condition of this Agreement will be deemed waived or amended unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

10.4 Assignment. Either party may assign its rights under this Agreement before or after the Closing. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

10.5 Notices. Any notice required or permitted to be given hereunder will be properly given in accordance with this Agreement, if in writing and (i) delivered by hand, (ii) sent by recognized overnight courier (such as Federal Express), (iii) sent via electronic mail, or (iv) mailed by United States first class mail, postage prepaid, to the most recent street or email address of the parties, as applicable. Notice shall be effective, and the time for response to any notice by the other party shall commence to run, one (1) business day after any such deposit if by overnight carrier, or three (3) days if by U.S. mail, or the day of

receipt if delivered by hand, or the day when sent by email if sent during normal business hours and on the next business day if sent after normal business hours, in each case with confirmation of transmission by the transmitting equipment, to the addresses and email addresses and marked to the attention of the individual (by name or title) set forth below or to such other address email address or individual as such party may designate by a notice given in accordance with this Section 10.5:

If to Purchaser: Independent School District 284
Attention: Jim Westrum
210 County Road 101 North
Wayzata, Minnesota 55447
Email: jim.westrum@wayzataschools.org

With a copy to: Taft Stettinius & Hollister LLP
Attention: Brianna Maershbecker
2200 IDS Center
80 South 8th Street
Minneapolis, MN
Email: bmaershbecker@taftlaw.com

If to Seller: Vivid Investments L.L.C
22 1st Ave N Suite 400
Minneapolis, MN 55401
Attn: Brent A. Kompelien
Email: bkompeli@yahoo.com

With a copy to: Edwin Chanin
Chanin Law Firm, P.A.
18171 82nd Place North
Maple Grove, Minnesota 55311
ed@chaninlaw.com

If to Title Company: First American Title Insurance Company
121 South 8th Street, Suite 1250
Minneapolis MN 55402
Attn: Nicole Haapala
NHaapala@firstam.com

or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 10.5 Attorneys for each party shall be authorized to give and receive notices for each such party.

10.6 Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may reasonably be requested by the other party, to further consummate the transaction contemplated by this Agreement, without further consideration.

10.7 Termination. If this Agreement is terminated by either Purchaser or Seller pursuant to a right of termination expressly set forth in this Agreement, neither party shall have any further rights or obligations under this Agreement, except for the obligations concerning the Earnest Money as set forth in this Agreement, and to the extent any rights or obligations expressly survive such termination.

10.8 Time of Essence. Time is of the essence of this Agreement.

10.9 Calculation of Time Periods. Except as specifically set forth in this Agreement, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is on a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

10.10 Governing Law. This Agreement shall in all respects be interpreted, construed and enforced according to the laws of the state where the Property is located.

10.11 Counterparts. This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date. The transmission of a signature page by email or facsimile shall be valid and binding once attached to the Agreement for all purposes of this Agreement

10.12 Captions. The captions and headings contained in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.

10.13 Attorneys’ Fees and Costs. Purchaser and Seller will pay their own attorneys’ fees for the transaction contemplated by this Agreement, except as follows. In the event of litigation arising out of breach or claimed breach of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred as a result, including attorneys’ fees and costs.

10.14 Survival. All of the terms of this Agreement, including, without limitation, the representations and warranties contained herein, shall survive and be enforceable after the Closing and delivery of the deed.

10.15 Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the parties with respect to such matters. No other agreement, statement or promise made by any party and no amendment, modification or other change of any provision of this Agreement shall be effective unless in writing signed by the parties.

10.16 Effective Date. The date that the last party executed this Agreement as evidenced by the dates in the signature block of this Agreement. If either party fails to date this Agreement by its signature, the date by the signature of the other party shall constitute the Effective Date. Upon execution, a party shall promptly forward a signed original to the other party.

10.17 Confidentiality. Purchaser and Seller agree not to disclose this Agreement, nor discussions regarding it, to any person without the consent of the other party, provided, however, that the foregoing restrictions shall not apply to: (a) information that is already in the public domain without violation of this Section; (b) information that is required to be disclosed by law; (c) disclosures deemed reasonably necessary

by either party in order to accomplish this transaction; and (d) disclosures to members, managers, officers, brokers, attorneys, accountants, board members, and financial consultants of the parties. This confidentiality provision shall remain in effect until the Purchaser's public school board meeting to obtain approval for this transaction.

10.18 Tax Deferred Exchange. Seller and Purchaser shall cooperate with each other in order to permit either party to effectuate the conveyance or acquisition of the Property as part of a tax-deferred Section 1031 exchange; provided that the party requested to so cooperate does not incur any expense or any liability in connection therewith and it does not delay Closing.

10.19 Relocation Benefits.

a. Applicability. Purchaser is an "acquiring authority" within the meaning of Minn. Stat. §§ 117.50 through 117.56. When Purchaser acquires real property, Minn. Stat. § 117.52 obligates Purchaser, as an "acquiring authority" to provide the relocation assistance, services, payments and benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 and the regulations adopted pursuant thereto which are found at 49 CFR Part 24. 49 CFR § 24.101(a) indicates that the requirements of the regulations do not apply to voluntary transactions which meet the following conditions:

- (i) No specific site or property needs to be acquired;
- (ii) The property to be acquired is not part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits;
- (iii) The acquiring agency will not acquire the property in the event negotiations fail to result in an amicable agreement, and the owner is so informed in writing; and
- (iv) The acquiring agency informs the owner what it believes to be the fair market value of the property.

Purchaser asserts that this transaction satisfies the requirements set forth above. Purchaser does not need to acquire any specific site; the Property is not part of an intended, planned or designated project area of Purchaser's in which Purchaser is to acquire all or substantially all of the property within the area within specific time limits; Purchaser will not acquire the Property in the event negotiations fail to result in an amicable agreement between Seller and Purchaser; and Purchaser believes that the Purchase Price is the fair market value of the Property.

b. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that Seller is the sole owner-occupant of the Property; that Seller had expressed an intent to sell the Property on the public market prior to any inquiry or action by the Purchaser; that there were no tenants or other non-owner occupants in possession of all or any portion of the Property as of the date Purchaser delivered the initial draft of this Agreement to Seller; and Seller will not allow any parties other than Seller to occupy or possess the Property prior to the Closing. Seller

further represents to Purchaser that the Property is used solely for the operation of a business and has not been used as a single-family or multi-family residence, a multi-purpose property which included a single or multi-family residence, a unit in a condominium or cooperative housing project or any other place of permanent or customary usual residence of a person.

c. Indemnification. Seller acknowledges that Purchaser is executing this Agreement in reliance on the representations set forth in Section 10.19(b), and Seller hereby agrees to indemnify Purchaser against any claims, causes of action or liability, including, but not limited to, claims for relocation assistance, services, payments or benefits, which Purchaser suffers or incurs as a result of the inaccuracy of any of the warranties set forth in Section 10.19(b) or Seller's breach of any of the warranties set forth in Section 10.19(b), provided that any action for damages based on a breach of any warranty shall have been commenced by Purchaser against Seller within twelve (12) months of the Closing.

d. Waiver. Seller agrees that if, notwithstanding the provisions of Section 10.19(b) above, Purchaser is obligated to provide Seller with relocation benefits pursuant to Minn. Stat. § 117.52, it is Seller's intent to waive the relocation benefits pursuant to the provisions of Minn. Stat. § 117.521. The attached Exhibit B specifically describes the types and amounts of relocation assistance, services, payments and benefits which Seller may be eligible for if the provisions of Section 10.19(b) do not apply; and the types and amounts of relocation assistance, services, payments and benefits which Seller is waiving pursuant to this Section 10.19(d). Seller acknowledges that Purchaser has explained the contents of this waiver to Seller, that Seller is waiving these benefits voluntarily, that Purchaser has not made any express or implied threats to acquire the Property by eminent domain or any other threats intended to induce Seller to waive relocation assistance benefits and that representatives of Seller have explained the contents of this waiver to Seller in a manner which is understandable to the Seller and the Seller understands the terms and conditions of the waiver.

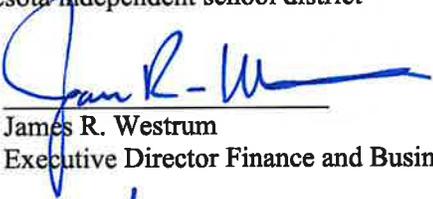
e. Notice. This Section 10.19(a)-(e) shall constitute the notice described in 49 CFR §24.102(b), including notice of Purchaser's obligation to obtain an appraisal pursuant to 49 CFR §24.102(c), and the notice described in 49 CFR §24.203.

signature pages follow

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase Agreement as of the Effective Date.

PURCHASER:

INDEPENDENT SCHOOL DISTRICT 284,
a Minnesota independent school district

By: 
Print: James R. Westrum
Title: Executive Director Finance and Business

Dated: 7/15/, 2020

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase Agreement as of the Effective Date.

SELLER:

VIVID INVESTMENTS LLC,
a Minnesota limited liability company

By: *Brent Kompelien*

Print: Brent Kompelien

Title: President

Dated: 07/15/, 2020

Exhibit A to Purchase Agreement

Legal Description and Depiction of Property

Legal Description

That Part Of Lots 19 And 20 of Auditor's Subd. No. 241 Lying W Of E 850 63/100 Ft Thof And Lying Sly Of State Hwy No 55.

AND

That Part Of W 290 63/100 Ft Of E 850 63/100 Ft Of Lots 19 And 20 of Auditor's Subd. No. 241 Lying Sly Of State Hwy No 55

The above legal description was taken from the Hennepin County GIS system and will not be used on the deed. The legal description of the Property that must be used on the deed shall conform to the Seller's vesting deed and the Title Commitment. The parties agree to amend this Agreement to reflect the correct legal description when it is available.

Depiction



Exhibit B to Purchase Agreement

WAIVER OF RELOCATION BENEFITS

1. RELOCATION ASSISTANCE, SERVICES, PAYMENTS AND BENEFITS FOR WHICH SELLER MAY BE ELIGIBLE

If, notwithstanding the factors recited in Section 10.19(a) of the Purchase Agreement, the requirements of 49 CFR, Part 24 apply to Purchaser's acquisition of the Property from Seller, Seller may be entitled to receive the following relocation assistance, services, payments and benefits:

A. Seller has the right to require Purchaser to comply with the basic acquisition policies described in 49 CFR, Section 24.102;

B. Seller has the right to require Purchaser to acquire all buildings, structures or other improvements located upon the Property pursuant to the provisions of 49 CFR, Section 24.105;

C. Seller has the right to require Purchaser to pay expenses incidental to transfer of title to the Purchaser pursuant to the requirements of 49 CFR, Section 24.106;

D. Seller has the right to receive the relocation notices described in 49 CFR, Section 24.203;

E. Seller has the right to require Purchaser to make at least one comparable replacement dwelling (as defined at 49 CFR, Section 24.2(d) available prior to displacing Seller from the Property pursuant to the provisions set forth in 49 CFR, Section 29.204;

F. Seller has the right to receive relocation planning, advisory services and coordination as described in 49 CFR, Section 24.205(c); and

G. Seller has the right to receive payment for actual reasonable moving and related expenses pursuant to 49 CFR, Section 24.303 and payment for re-establishment expenses pursuant to 49 CFR, Section 24.304. Re-establishment expenses may not exceed \$10,000.00. As a substitute for the payments for actual reasonable moving and related expenses and re-establishment expenses, Seller may be eligible to choose a fixed payment equal to the average annual net earnings of Seller's business, as computed in accordance with 49 CFR, Section 24.305(e) but such amount shall not be less than \$1,000.00 nor more than \$20,000.00. In order to be eligible for a fixed statement, Seller must submit to Purchaser evidence sufficient to allow Purchaser to determine that Seller meets the criteria set forth in 49 CFR, Section 24.306(a)

2. RELOCATION ASSISTANCE, SERVICES, PAYMENTS AND BENEFITS WHICH SELLER IS ELIGIBLE FOR AND WHICH SELLER IS VOLUNTARILY WAIVING PURSUANT TO MINN. STAT. § 117.521, SUBD. 1

Seller voluntarily waives the relocation assistance and each of the relocation services, payments and benefits described in Section 1 above. Seller states that this waiver is made voluntarily and is not made under any threat of acquisition of the Property by eminent domain by Purchaser. Seller further states that Purchaser and Seller's attorney have explained the contents of this waiver to Seller and that Seller fully understands the nature of the relocation assistance, services, payments and benefits for which Seller is eligible and that Seller knowingly and voluntarily waives such assistance, services, payments and benefits.

SELLER:

VIVID INVESTMENTS LLC,
a Minnesota limited liability company

By: _____

Print: _____

Title: _____

Dated: _____, 2020

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by _____ the _____ of Vivid Investments LLC, a Minnesota limited liability Company, on behalf of the company.

Notary Public

4. HUMAN RESOURCE SERVICES
A. Monthly Recommendations



Board of Education
Special Meeting – July 27, 2020

AGENDA SECTION: Human Resource Recommendations

ITEM: Human Resource Recommendations

COMMENTS BY: Stacie Vos, Executive Director of Human Resource Services

Attached are the recommendations regarding personnel actions including: employment, separations and leaves of absence.

Recommended Action: Approve the Human Resource actions as recommended in the attachment.

Motion by: _____

ROLL CALL

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____

HUMAN RESOURCES RECOMMENDATIONS - Agenda - July 27, 2020

EMPLOYMENT

Name	Position	Location	Reason	Start Date
Arkestry, Lillian	Teacher - Grade 7 Social Studies	Central Middle	New Position	8/31/2020
Edzards, Erin	School Psychologist	District	New Position	8/31/2020
Voltin, Jill	Teacher - Special Education	Transition School	New Position	8/31/2020
Lance, Lesley	Teacher - Special Education	District	One Year Only	8/31/2020

CONTRACT MODIFICATION

Name	Position	Location	Modification	Date
Suzanne Mauhar	Teacher - Literacy Specialist	Meadow Ridge	From 0.5 FTE to 0.6 FTE	8/31/2020

LEAVE OF ABSENCE

Name	Position	Location	Leave Date
Samantha Larson	Teacher - 2nd Grade	Kimberly Lane	11/30/2020 - 6/11/2021
Josh Mahowald	Technology Support Specialist	Central Middle	9/14/2020 - 10/18/2020

RESIGNATION

Name	Position	Location	Resign Date
Mackenzie Berg	Paraprofessional	High School	7/13/2020
Melissa House	Paraprofessional	Gleason Lake	7/14/2020
Diane Weidler	Secretary	District Administration	7/28/2020
Justine Roberts	Wayzata Kids	North Woods	7/20/2020
Lauren Fischer	Paraprofessional	Birchview	7/20/2020
Corinne Laho	Wayzata Kids	Greenwood	7/21/2020
Emily Shaltz	Wayzata Kids	Birchview	7/22/2020

RETIREMENT

Name	Position	Location	Retirement Date
Ruth McKown	ABE Instructor	Education Services Center	7/23/2020

EXTRA ASSIGNMENTS				
Name	Position	Location	Assignment	Date

B. Administrator Variance Request



Board of Education
Special Meeting – July 27, 2020

AGENDA SECTION: Human Resource Recommendations

ITEM: Human Resource Recommendations

COMMENTS BY: Stacie Vos, Executive Director of Human Resource Services

The district has hired Amy VanDunk as the interim Special Services Program Supervisor. Amy has worked for Wayzata Public Schools since 1993 as a licensed School Social Worker. She is a licensed School Social Worker and also holds a Principal K-12 license.

Amy has begun the educational process of obtaining her administrative license of Special Education Director through St. Mary's University. She meets the Professional Licensing Educator and Standards Board's (PELSB) experience and qualifications to serve on this special assignment of Interim Special Services Program Supervisor role. To ensure she meets the appropriate licensure requirements as defined by the Minnesota Board of School Administrators, the district would like to apply for an Administrative Variance. To comply with this request, we ask the Board of Education for its' support in this matter.

Recommended Action: Approve the request to apply for an administrative variance for Amy VanDunk.

Motion by: _____

ROLL CALL

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____

- C.
- D. Contract with Wayzata Home Base Personnel for Fiscal Years 2020-2023
- E.

**WAYZATA KIDS CONTRACT CHANGES
2020-2023**

Three Year Contract: Change all respective dates to reflect a new three year agreement for July 1, 2020 through June 30, 2023.

Update all titles in this contract to reflect the new language adopted by Community Education. HomeBase to Wayzata Kids and Bright Start Instructors to Preschool Instructors.

Article II- Recognition and Dues Check Off

Section 2.4 - Fair Share Fee - This language is removed due to the outcome of Janus v. AFSCME. It is no longer legal to collect Fair Share Dues.

Contract Language:

~~Section 2.4 - Fair Share Fee~~

~~Any employee included in the appropriate unit who is not a member of the Union will be required to contribute a fair share fee for services rendered by the Union as exclusive representative. The Union shall notify the Payroll Office on July 1 of each year, the Commissioner of the Bureau of Mediation Services, and each employee of the amount of the fair share fee and shall certify that such fair share fee conforms to the requirements of PELRA. The Union agrees to notify the Employer within ten (10) days after any staff subject to a fair share fee deduction becomes a member of the Union and no further fair share deductions for such staff member will thereafter be made~~

Article III- Compensation - Section 3.3 Wage Rate

~~Year One - 2.50%
Year Two - 2.25%
Year Three - 2.50%~~

~~Hire High School Students at \$14.00. (Step one)~~

Article III- Compensation

Rationale: In an effort to differentiate amongst the three different pay levels we are removing this language and adding .20 on the hourly wage for the Program Instructors and .50 on the hourly wage for Bright Start **PreSchool** Instructors.

(.20 and .50 Increase is added to the salary schedule and then the percentage increase is added.)

~~**Section 3.9 - Bright Start Instructors** Bright Start Instructors will receive \$.30 per hour in addition to their salary while teaching Bright Start including those holidays, non-~~

~~school/release days, paid time off and additional hours/substitute hours as long as the hours fall within the Bright Start school year.~~

Article IV - Hours and Overtime

Section 4.1 • Work Determination

Employees whose terms of employment total at least 6 hours/day and 42-weeks/year (1260 hours per year) shall be considered full-time. Employees whose terms of employment total less than 6 hours/day and 42-weeks/year (1260 hours per year) shall be considered part -time.

The work day for employees shall be set by the employee's supervisor. Pay shall be based on actual hours worked exclusive of unpaid breaks. The Employer agrees to notify employees of their starting date, work year, and daily hours by August 1.

The normal work week shall be Monday through Friday for all employees. Exceptions to this work week may be set for certain employees.

Employees are entitled to break periods based on the following schedule: a) Eight (8) hours/day employees receive two (2) 15 minute paid breaks per day. b) Six (6) to less than eight (8) hours/day employees receive two (2) 10 minute paid breaks per day. c) Four (4) hours to less than six (6) hours/day employees receive one (1) 15 minute paid break per day. d) Employees working less than four (4) hours/day receive no paid breaks. Site managers will provide employees a schedule of their break period. Breaks may be combined into one break period.

Article IV- Hours and Compensation

Section 4.4 - Adding language to reflect changes to our snow day and emergency closing language to reflect updated changes in practice.

Contract Language:

Section 4.4 • Snow Days and Emergency Closings ~~If Home Base~~ **Wayzata Kids** is closed, due to snow days or emergency closings, hourly staff do not report to work and will be paid for their normal daily work hours. If school is delayed, ~~Home Base~~ **Wayzata Kids** will open according to the late start. Employees will be paid for their normal daily work hours. In the event the Employer reschedules a make-up day, all employees will work the re-scheduled day without additional pay.

On District approved e-Learning days, Wayzata Kids Pre-School Instructors may be expected to provide instruction. The District may also have work from home expectations for employees. If employees are asked to work from home, the District will take into consideration the need for technology.

Article V- Vacations and Holidays, Section 5.1 Vacations

Both parties supported the simplification of this language.

Section 5.1 Vacations:

Vacations ~~Home Base~~ **Wayzata Kids** employees must be contracted a minimum of 15 hours per week and 52 weeks per year to earn vacation days. Vacation days earned for July and August (two days) will be placed in the employee's balance on July 1st of each year. The days earned for September – June (remainder of earned vacation time) of each fiscal year will be placed in the employee's balance on September 1. Vacation days are equivalent to the regular number of hours scheduled per day in the ~~Home Base~~ **Wayzata Kids** program. If hired during the school year, vacation shall be prorated.

Requests for vacation days must be submitted in writing to the Site Manager at least two (2) weeks in advance, and must be approved by the Site Manager. No more than two (2) employees per building may ~~take vacation days~~ **use accumulated leave** at the same time; unless at management's discretion, more than two (2) employees can be accommodated. Vacations shall be awarded on a first-come, first-serve basis. If more than two (2) employees request the same time off on the same day, the two (2) employees with the most seniority will be awarded the time off.

~~Employees requesting time off must have the accumulated leave time available to cover their absences, with the exceptions of medical leaves or other prior approved contractual absences. An employee who does not qualify for vacation time or has exhausted their accumulated paid leave time may request unpaid leave time. Unpaid time may be granted based upon management's sole discretion based upon enrollment and program needs. Employees must follow the procedures for requesting vacation days in the paragraph above and less than two (2) employees have requested vacation time per building.~~

Vacation days cannot be requested as cash payment. ~~Vacation days are equivalent to the regular number of hours scheduled per day in the Home Base program.~~ Vacation days do not accrue, but may be used up to August 31 of the following year they are earned. ~~If hired during the school year, vacation shall be prorated. Vacation days can only be taken during the Home Base assignment.~~

A maximum of seven (7) days of vacation shall be approved during the summer program. For special, unique circumstances employees may submit a written request for up to ten (10) days of vacation during the summer program. This request will be sent to the ~~Home Base~~ **Wayzata Kids** Program Manager, and must be pre-approved.

Employees, who have accrued vacation hours and choose not to work in the summer program, may carry over up to an equivalent of five (5) accrued vacation days into the following school year. These hours must be used during the following school year. Vacation days shall be earned based on the following schedules:

- A. For Home Base Personnel, who were hired prior to July 1, 2011, and are contracted a minimum of 30 hours per week and 52 weeks per year:

Vacation Step 1-3 earns five (5) days.

Vacation Step 4-7 earns ten (10) days.

Vacation Step 8-11 earns fifteen (15) days.

Vacation Step 12+ earns twenty (20) days.

Vacation step 20+ earns twenty three (23) days

Employees who were hired prior to July 1, 2011 and who elect not to work during a subsequent summer will maintain their last vacation step, upon returning to 52-week employment.

B. For eligible Home Base Personnel hired after July 1, 2011 and are contracted a minimum of 15 hours per week and 52 weeks per year:

~~Beginning the 2018-19 school year, employees hired prior to January 1, who signed a letter of intent to work the Summer Home Base Program, and who work the Summer Home Base Program, will earn two (2) hours of vacation time per month. These hours will be awarded in January and are not available for use until posted in ERMA. If the employee terminates employment before working the Summer Home Base Program, the used vacation time will be deducted from his/her final paycheck. Beginning the 2018-19 school year, employees hired after January 1, who sign a letter of intent to work the Summer Home Base Program, and who worked the Summer Home Base Program, will earn 3 days of vacation to be deposited into their account in September for use during the school year.~~

Vacation earned years ~~2 (two)~~1(one) through 4 (four) earns five (5) days.
Vacation earned years 4 (four) through 7 (seven) earns ten (10) days.
Vacation earned years 8 (eight) through 14 (fourteen) earns fifteen (15) days.
Vacation earned years 15 (fifteen) plus earns twenty (20) days.
Vacation earned year 20 (twenty) earns 23 (twenty three) days

~~C. For eligible Home Base Personnel whose assignment is solely under this agreement and are contracted between 15 hours per week and less than 30 hours per week and 52 weeks per year shall earn as follows: Beginning the 2018-19 school year, employees hired prior to January 1, who signed a letter of intent to work the Summer Home Base Program, and who work the Home Base Summer Program, will earn one (1) hour of vacation time per month. These hours will be awarded in January and are not available for use until posted in ERMA. If the employee terminates employment before working the Summer Home Base Program, the used vacation time will be deducted from his/her final paycheck. Beginning the 2018-19 school year, employees hired after January 1, who sign a letter of intent to work the Summer Home Base Program, and who worked the Summer Home Base Program, will earn 3 days of vacation to be deposited into their account in September for use during the school year. Vacation earned years 2 (two) through 4 (four) earns five (5) days. Vacation earned years 5 (five) plus earns ten (10) days.~~

~~D. C.~~ For employees whose District assignment is combined between School Service Employees Local 284 (Secretarial and Paraprofessional Personnel) and this contract, and are assigned eight (8) hours per day (or 40 hours per week) during the school year Home Base Wayzata Kids Program and a minimum of seven (7) hours per day (or 35 hours per week) during the summer Home Base Wayzata Kids Program shall earn vacation days based on the following:

Vacation earned year 1 (one) through 4 (four) earns 5 (five) days.
Vacation earned year 5 (five) through 7 (seven) earns 10 (ten) days.
Vacation earned year 8 (eight) through 14 (fourteen) earns 15 (fifteen) days.
Vacation earned year 15 (fifteen) earns 20 (twenty) days.

These vacation days cannot be used for their paraprofessional assignment. However, vacation time up to eight (8) hours per day may be used during any non-student contact day in which they are not assigned. Employees must be available to

work non-student contact days (release days) and must follow ~~Home Base~~ **Wayzata Kids** vacation time off request procedures, which is approved in conjunction with registration deadlines, not before. **Employees, who have accrued vacation hours and choose not to work in the summer program, may carry over up to an equivalent of five (5) accrued vacation days into the following school year.**

Article VI- Insurance

Section 6.7 - Tax-Sheltered Annuities

A Tax-Sheltered Annuity Program shall be available to all employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the year. Approved SRA's shall be implemented no later than twenty-one (21) days following submission of an accurate application.

The Employer shall contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees as defined in Section 4.1. The match would begin after seven (7) years of District ~~Home Base~~ service.

The Employer shall contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for employees working part-time after fifteen (15) years of District ~~Home Base~~ service.

Article VII- Personal Leave

Full time Employees ~~who work a minimum of 30 hours/week for 52 weeks/year~~ are eligible to earn ~~up to a maximum of~~ two (2) days of personal leave per year. This leave is cumulative to three (3) days and will not be deducted from sick leave credits.

Part time employees are eligible for one (1) personal day during a fiscal year which will be based on their current number of hours worked. This leave may accumulate up to two (2) days.

Requests for such leave must be submitted in writing to the employee's supervisor at least three (3) working days in advance, except in emergency situations, and must be approved by the immediate supervisor.

Personal days are granted on July 1 of each year.

~~If a new employee begins work prior to January 1, they will receive two (2) personal days; if work begins between January 1 and March 31, they will receive one (1) personal day; and if work begins between April 1 and June 30, the employee will not receive any personal leave days.~~

Updated MOUs:

Appendix A- Memorandum of Understanding - Childcare Benefits

Wayzata Public Schools ISD No. 284 and the ~~Home-Base~~ **Wayzata Kids** Personnel agree for the ~~2017-20~~ **2020-2023** fiscal years, the Employer will offer childcare benefits as follows:

Children of ~~Home-Base~~ **Wayzata Kids** employees who fit the age criteria of the ~~Home-Base~~ **Wayzata Kids** program may attend ~~Home-Base~~ **Wayzata Kids** free of charge. The staff person must be working while their child is in ~~Home-Base~~ **Wayzata Kids** care. If the staff person is not working and their child is in attendance, the employee will be charged a discounted amount as set by the ~~Home-Base~~ **Wayzata Kids** Coordinator. Children of these employees must register during the public registration. Staff children must be registered at a site other than where a parent is scheduled to work. The value of the care provided is a taxable employee benefit. This benefit is for children of ~~Home-Base~~ **Wayzata Kids** employees and does not cover extended family.

This MOU expires on June 30, ~~2020~~ **2023**.

Appendix B -MEMORANDUM OF UNDERSTANDING *Progressive Discipline*

As part of the ~~2017-2020~~ ~~Home-Base~~ **2020-2023** **Wayzata Kids** Personnel and Wayzata Public Schools negotiations process, we agree the following will apply for the ~~2017-2020~~ **2020-2023** school years:

If an employee meeting may result in discipline:

1. The Employer will notify the Employee of the scheduled meeting at least one (1) day in advance.
2. The Employer will inform the Employee of their right to have union representation and the Employee's responsibility to contact their union representative.
3. If the Employee chooses not to be represented by the Union, the Union is not responsible for the outcome of said meeting.

The parties agree that the above will not apply with allegations of possible criminal activity (e.g. theft, child maltreatment, misuse of District Technology) or other serious allegations as deemed by the Employer.

This MOU will sunset on June 30, ~~2020~~ **2023**

Appendix C- MEMORANDUM OF UNDERSTANDING - *Carry over of Vacation Days*

This Memorandum of Understanding ("MOU") is entered into by and between Wayzata Kids Employees ("Union") and Independent School District 284, Wayzata Public Schools ("District").

WHEREAS, the pandemic of 2020 has created substantial disruption to the normal procedures in which our child care programs operate and are staffed. Both parties recognize the impact the pandemic had on both employment opportunities and the health and safety of our staff.

WHEREAS, both parties agree to modify the current contractual language in Article V, Section 5.1. for the 2020-2021 school year only.

Modified language will allow employees to carry over the full balance of their accrued vacation hours even if they choose not to work the summer child care program of 2020. Previously, employees were only allowed to carry over the equivalent of five (5) accrued vacation days into the following school year.

This MOU will sunset on June 30, 2023.

**Appendix D - MEMORANDUM OF UNDERSTANDING -Merging of Preschool
Instructors**

This Memorandum of Understanding (“MOU”) is entered into by and between Wayzata Kids Employees (“Union”) and Independent School District 284, Wayzata Public Schools (“District”).

WHEREAS, both parties have a common mission to educate all students qualifying for preschool services.

WHEREAS, both parties recognize that both current preschool programs play a vital role in the ongoing efforts to close the achievement gap and achieve the mission of Wayzata Public Schools. Both parties also recognize the value in treating all preschool instructors in a fair and equitable manner.

Be it THEREFORE resolved that:

1. Representatives from the District and Wayzata Kids Bargaining unit will study the process of bringing all preschool instructors into alignment in the following areas:
 - a. Seniority Placement Determinations
 - b. Classification Determinations
 - c. Salary
 - d. Benefits
 - e. Professional Development
 - f. Planning/Prep Time
2. The study recommendations will be reviewed as soon as the representatives have the opportunity to meet and create proposed language for the negotiations team to review.
3. Said recommendations could result in the creation of a new Memorandum of Understanding outlining the agreed upon language prior to the end of the current 2020-2023 contract.

This MOU will sunset on June 30, 2023.



Board of Education
Special Meeting – July 27, 2020

AGENDA SECTION: Human Resource Recommendations

ITEM: Human Resource Recommendations

COMMENTS BY: Stacie Vos, Executive Director of Human Resource Services

Board Action on the Contract with Wayzata Home Base Personnel for Fiscal Years 2020-2023

The School Board’s Bargaining Team and the Wayzata Home Base representatives reached a tentative contract agreement on June 17, 2020. Subsequently, the Wayzata Home Base Personnel voted on July 21 to ratify the contract.

Attached is the summary of the proposed three-year contract and the costing model. Both the Union and the Board placed a high value on meeting the needs of our parents, students and community while simultaneously creating a collaborative work environment. We worked diligently to maintain a positive balance between remaining competitive and recognizing the incredible work our Wayzata Kids employees have accomplished during this pandemic, all while remaining cognizant of the budget parameters the program faces.

The negotiations team members were: Amanda Reineck, Nate Mathias, Ikbal El Menawi, Dani Fluke, , Jessica Sorenson, , and Lead Negotiator for Home Base, Shelly Johnson. Negotiating for the District were: Jenni Ebert, Lynn Zemlin, Hilary Disch, Tobi Tombers, Sharon Foltz-Rinstrom, Seanne Falconer, representative for the board and Stacie Vos, Executive Director of Human Resources.

I would like to express my appreciation for the collaborative efforts put forth by the negotiation team members throughout this zoom negotiations process. The team’s collective ability to resolve issues utilizing a new format, all while remaining positive and respectful manner benefits all of us.

Recommended Action: Approve the contract with the Wayzata Home Base, School Service Employees for Local 284 for the period of July 1, 2020 through June 30, 2023 as agreed upon by the bargaining teams and ratified by the Wayzata Home Base Bargaining Unit.

Motion by: _____ **ROLL CALL** **Passed:** _____

Second by: _____ **Failed:** _____

Abstentions: _____

Wayzata Kids Costing Model (3 Year)										
UPDATED:	7/7/2020									
BASE - FINAL										
	Base Year	1st Year	2nd Year	3rd Year	\$ Change	% Change	\$ Change	% Change	\$ Change	% Change
Salaries	19-20	20-21	21-22	22-23	Base to Yr 1	Base to Yr 1	Base to Yr 2	Base to Yr 2	Base to Yr 3	Base to Yr 3
School	\$ 2,719,564	\$ 2,846,285	\$ 2,979,720	\$ 3,101,118	\$126,721	4.66%	\$ 260,156	9.57%	\$ 381,554	14.03%
Summer	\$ 974,689	\$ 1,020,336	\$ 1,068,488	\$ 1,113,308	\$45,647	4.68%	\$ 93,799	9.62%	\$ 138,619	14.22%
Subtotal	\$ 3,694,253	\$ 3,866,621	\$ 4,048,207	\$ 4,214,426	\$ 172,368	4.67%	\$ 353,955	9.58%	\$ 520,173	14.08%
Benefits										
FICA (.0765)	\$282,610	\$295,796	\$309,688	\$322,404	\$13,186	4.67%	\$27,078	9.58%	\$ 39,793	14.08%
PERA (.075)	\$277,069	\$289,997	\$303,616	\$316,082	\$12,928	4.67%	\$26,547	9.58%	\$ 39,013	14.08%
Health	\$416,308	\$453,775	\$481,002	\$505,052	\$37,468	9.00%	\$64,694	15.54%	\$ 88,744	21.32%
Dental	\$42,769	\$44,908	\$46,255	\$47,643	\$2,138	5.00%	\$3,486	8.15%	\$ 4,873	11.39%
Life Insurance	1,123	1,170	1,228	1,267	\$47	4.22%	\$105	9.39%	\$ 144	12.84%
LTD	4,106	4,284	4,479	4,640	\$178	4.33%	\$373	9.08%	\$ 534	12.99%
TSA	\$8,255	\$9,077	\$10,604	\$12,221	\$822	9.96%	\$2,349	28.46%	\$ 3,966	48.05%
Subtotal	\$1,032,240	\$ 1,099,007	\$ 1,156,871	\$ 1,209,308	\$66,767	6.47%	\$124,631	12.07%	\$ 177,068	17.15%
Grand Total	\$ 4,726,492	\$ 4,965,628	\$ 5,205,078	\$ 5,423,734	\$ 239,135	5.06%	\$478,586	10.13%	\$ 697,241	14.75%
Increased Cost of the Contract:					3 Yr. Base	3 Yr New	Difference	Percent		
Total Salaries/Benefits:					\$14,179,477	\$ 15,594,440	\$ 1,414,962	9.98%		
			20-21	21-22	22-23					
Health Rate Increase			9.00%	6.00%	5.00%					
Dental Rate Increase			5.00%	3.00%	3.00%					

5. ADJOURN



Board of Education
Special Meeting – July 27, 2020

AGENDA SECTION: Adjourn

ITEM: Adjourn

COMMENTS BY: Andrea Cuene, Board Chair

Recommended Action: Call the meeting to a close.

Motion by: _____

ROLL CALL

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____

