

**Memorandum of Understanding between  
Duluth Public Schools – ISD 709 and The College of St. Scholastica and  
the School of Education and Human Development**

**THIS AGREEMENT**, between **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and the **Regents of the University of Colorado**, a body corporate, for and on behalf of the **University of Colorado Denver, School of Education and Human Development** hereinafter referred to as "**SEHD**".

**WHEREAS, Duluth Public Schools – ISD 709 and The College of St. Scholastica** desires and intends to contract with **SEHD** for the purpose of receiving Pathways2Teaching program support.

**WHEREAS, Duluth Public Schools – ISD 709 and The College of St. Scholastica** and **SEHD** intend to remain in a contractual relationship for the period described in SECTION 4 herein, so long as funding is available to both **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and **SEHD** for this purpose.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, **Duluth Public Schools – ISD 709 and The College of St. Scholastica**, and **SEHD** agree as follows.

**1. SEHD's OBLIGATIONS**

- a. Provide on-going virtual school support for teachers and students throughout the year to include:
  - i. Regular ongoing virtual meetings with teachers and students
  - ii. Curriculum support for teachers
  - iii. Virtual presence in the classroom (up to 2 times per month) of PhD research team
  - iv. Creating a virtual classroom space with Schoology
- b. School support will be provided at the following high schools for two teachers of record and three additional teachers who will support program implementation, planning, and facilitation:
  - i. East High School (\$2,500)
  - ii. Denfeld High School (\$2,500)
- c. The program support services will be invoiced at a rate of \$2,500 per school, for a total of \$5,000 for the 2018-2019 academic year.

**2. Duluth Public Schools – ISD 709's OBLIGATIONS**

- a. Implement the Pathways2Teaching curriculum in the schools listed above.

**3. The College of St. Scholastica's OBLIGATIONS**

- a. Pay the amounts herein.

**4. TERM**

The Contract is effective for the 2018-2019 academic year. This Contract may be extended beyond this initial term by the written mutual agreement of both parties.

**5. COMPENSATION**

For the services provided hereunder, **Duluth Public Schools – ISD 709 and The College of St. Scholastica** will pay **SEHD** the following amount:

- \$2,500 per school for program support, for a total of \$5,000 for the 2018-19 academic year.

**6. PAYMENT**

**SEHD** shall submit an invoice to **The College of St. Scholastica** in October 2018 in the amount of \$5,000. All payments are non-refundable. Payment is expected within 30 days of the invoice.

Payments, identifying a **SEHD** invoice number, shall be sent within 30 days of invoice to:

University of Colorado Denver  
Office of Continuing and Professional Education  
Attn: Jenna Ronnebaum  
999 18<sup>th</sup> St., Ste. 144  
Denver, CO 80202

**7. OWNERSHIP**

Intellectual Property shall mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Contract solely by one or more of **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and/or **SEHD** whether or not patentable. All rights and title to Intellectual Property arising out of the Contract shall be determined according to U.S. Patent Law and/or any applicable state laws as well as University of Colorado laws and policies. All Pathways2Teaching content and any derivative materials shall remain the sole property of Dr. Margarita Bianco and the **SEHD**. **Duluth Public Schools – ISD 709 and The College of St. Scholastica** may not use the content to train additional instructors or personnel staff without explicit written permission from Dr. Bianco and **SEHD**.

**8. LIABILITY AND INSURANCE**

- a. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent allowed by law.
- b. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Contract will be construed as: an express or implied waiver by the **SEHD** of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by **SEHD** of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado



Governmental Immunity Act, C.R.S. §24-10-101 et seq.; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SEHD of a debt, contract, or liability of the contractor in violation of Article XI, Section 1 of the Constitution of Colorado.

- c. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure that is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.
- d. **SEHD** warrants and represents that it self-insures for professional liability insurance for itself and for its public employees who provide health care services pursuant to the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 24-10-120). **SEHD** agrees that its self-insurance program shall provide coverage in accordance with the limits of the Colorado Governmental Immunity Act. The Colorado Governmental Immunity Act provides that the maximum amount that may be recovered against a public entity or public employee shall be (a) \$350,000 for any injury to one person in a single occurrence, and (b) \$990,000 for any injury to two or more persons in a single occurrence, except in such instance no person may recover in excess of \$350,000.

In the event that the covered activity takes place in a state other than Colorado, and a court of competent jurisdiction determines that the limits of the Colorado Governmental Immunity Act do not apply, the Self-Insurance Trust provides coverage of no more than \$1,000,000 per incident. The coverage provided by the Self-Insurance Trust is subject to terms and conditions contained in the Coverage Document of the University of Colorado Self-Insurance and Risk Management Trust.

**9. TERMINATION**

Either **Duluth Public Schools – ISD 709 and The College of St. Scholastica** or **SEHD** may terminate this Contract at any time by giving the other written notice of not less than sixty (60) days. In the event of termination, payments will be made to **SEHD** for all work performed up to the date of termination and all non-cancelable obligations incurred in accordance with this Contract. Payment shall be due within thirty (30) days of termination for this contract.

**10. AMENDMENTS**

Any amendments hereto shall be in writing and signed by **Duluth Public Schools – ISD 709 and The College of St. Scholastica** and **SEHD**.



University of Colorado  
Denver

School of Education  
& Human Development

Continuing & Professional  
Education  
999 18<sup>th</sup> St., Ste. 144  
Denver, CO 80202  
Phone: 720.879.4972

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date set forth herein by their duly authorized representatives.

Signed:

By Douglas C. Hasler Date 04/27/18  
Douglas Hasler  
Chief Financial Officer, Duluth Public Schools – ISD 709

By \_\_\_\_\_ Date \_\_\_\_\_  
Susan Kerry  
Vice President for Finance, The College of St. Scholastica

By \_\_\_\_\_ Date \_\_\_\_\_  
Shannon Hagerman  
Executive Director, Continuing and Professional Education  
School of Education and Human Development

By \_\_\_\_\_ Date \_\_\_\_\_  
Margarita Bianco  
Lead Faculty, Pathways2Teaching  
School of Education and Human Development

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THE REGENTS OF THE UNIVERSITY OF  
COLORADO, A BODY CORPORATE, FOR AND  
ON BEHALF OF THE UNIVERSITY OF COLORADO  
DENVER

By \_\_\_\_\_ Date \_\_\_\_\_  
Roderick Nairn, PhD  
Provost and Vice Chancellor for Academic and Student Affairs

By \_\_\_\_\_ Date \_\_\_\_\_  
Rebecca Kantor, Dean  
School of Education and Human Development

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 20th day of January 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and North Shore Estates, an independent Facility, hereinafter called Facility.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Facility will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

### **1. DATES OF SERVICE**

This Agreement shall be deemed to be effective as of April 10, 2018, and shall remain in effect until June 8, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### **2. WITNESSETH THAT:**

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

### **3. DISTRICT RESPONSIBILITIES**

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.
- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.

- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance.
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

#### 4. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c. The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.

- g. The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**
  - l. The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

## **5. MUTUAL RESPONSIBILITIES**

- a. The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.
- c. Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:

- 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations
  - 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
  - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - 5) Communication to identify areas of mutual need or concern;
  - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
  - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.
- d. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- e. **Commercial General Liability Insurance**
- i. The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- f. **Professional Liability Insurance**
- i. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
  - ii. The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
  - iii. If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.
- g. **Additional Conditions:**
- i. An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.
  - ii. Each party shall provide to the other party upon request certificates of insurance or self- insurance evidencing the required coverage.
  - iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision

that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.

- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

## **6. STUDENT REQUIREMENTS**

- a. Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- d. Students participating in the clinical experience program shall be encouraged to carry their own professional liability insurance if professional liability insurance is not provided by the District.

## **7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE**

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.
- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District

faculty member or student must submit proof of recovery to the District or Facility, if requested.

## **8. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

## **9. TERM OF AGREEMENT**

This Agreement is effective on the later of April 10, 2018, or when fully executed, and shall remain in effect until **June 8, 2018**. This Agreement may be terminated by either party at any time upon 60 days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

## **10. FINANCIAL CONSIDERATION**

- a. The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

## **11. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

## **12. STATE AUDIT**

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

## **13. DATA PRIVACY**

The requirements of Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute

§13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.P.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS

a. Notices.

All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of **Bradley Vieths, Vocational Programs Coordinator**, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to:

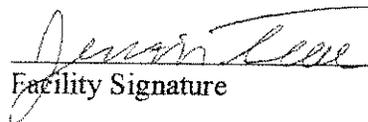
Justin Teal  
North Shore Estates  
7700 Grand Ave., Duluth MN, 55807

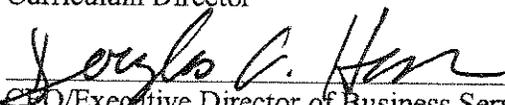
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

FACILITY

  
\_\_\_\_\_  
Program Director

  
\_\_\_\_\_  
Facility Signature

\_\_\_\_\_  
Curriculum Director  
  
\_\_\_\_\_  
CEO/Executive Director of Business Services

812619707  
\_\_\_\_\_  
Taxpayer ID Number

### COMMERCIAL LISTING CONTRACT: EXCLUSIVE

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2017 Minnesota Association of REALTORS®, Edina, MN

1. Date 04/10/2018  
2. Page 1

3. **DEFINITIONS:** IN CONSIDERATION OF the Contract of Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

4. ("Broker") to undertake to  **SELL**  **LEASE** (if only **SELL** is checked, all references to Lessor, tenant, or lease do not apply;  
----(Check all that apply.)----

5. if only **LEASE** is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,

6. Independent School District 709

7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at

8. Central High School - 800 East Central Entrance

9. Duluth MN 55811

10. and legally described as see attached addendum

11. \_\_\_\_\_ ("Property")

12. for the period from the date hereof through and including Mar 7, 20 19, for the sum

13. of \$ 7,900,000.00 upon the following terms

14. Cash, Bank Financing or other written terms deemed acceptable to Seller and Seller's legal counsel.

15. \_\_\_\_\_

16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.

17. This Contract may only be canceled by written mutual agreement of the parties.

18. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may  
19. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

20. **MLS DATA FEED OPTIONS:**

21. **EXPLANATIONS AND DEFINITIONS:**

22. "**IDX site**" means a web site operated by a broker participating in the MLS on which the broker can advertise the  
23. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
24. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

25. "**Virtual office web site**" ("**VOW**") means a web site operated by a broker participating in the MLS that delivers  
26. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with  
27. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
28. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker  
29. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.  
30. The MLS imposes various other rules and restrictions on VOWs.

31. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions  
32. pertaining to the Internet display of the MLS input data for the Property are as follows:

33. **Option 1. Listing display on the Internet.** If Seller and/or Lessor selects "No," this listing will not be included in MLS  
34. data feeds to Internet web sites that display property listing data, whether intended for advertising the  
35. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose  
36. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

37. Shall the Property listing be displayed on the Internet, including sold information?  Yes  No

38. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for  
39. Option 1, consumers who conduct searches for listings on the Internet will not see information about the  
40. Property in response to their searches.

**COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE**

42. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

43. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

44. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/  
45. or Lessor selects "No," the address of the Property will be hidden on web sites receiving data feeds from  
46. MLS that result in Internet listing display, whether intended for advertising the Property or providing online  
47. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/  
48. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

49. Shall the listing address (Property and unit numbers and street name) be displayed  
50. on the Internet?  Yes  No

51. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
52. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
53. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
54. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
55. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
56. factors in valuing a property. Seller and/or Lessor, by selecting "No," may prohibit display of an automated  
57. valuation of his or her listing adjacent to the listing.

58. Shall an automatic valuation of the Property listing or a link to an automated  
59. valuation be displayed adjacent to the listing?  Yes  No

60. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
61. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
62. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
63. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on  
64. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding  
65. the listing's value, etc.

66. Shall comments or reviews of the Property by persons other than the displaying  
67. broker be displayed with or attached as a link to the listing data of the Property?  Yes  No

68. **SELLER'S AND/OR LESSOR'S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker  
69. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/  
70. or Lessor regarding the sale, exchange, or lease of the Property.

71. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract  
72. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state  
73. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the  
74. buyer and any further documents as may be required to consummate the sale in accordance with the terms above  
75. designated or with the terms to which Seller may hereafter consent.

76. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter  
77. received during the term of this Contract.

78. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the  
79. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this Contract.  
80. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property Exchange ("MCPE")  
81. or other type of multiple listing service forum ("MLS") and the Internet concerning the Property. Broker may notify the  
82. MCPE or MLS and member REALTORS® of the price and terms of the sale and/or lease.

83. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

84. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received  
85. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous  
86. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state

87. "none"): \_\_\_\_\_

88. \_\_\_\_\_

89. \_\_\_\_\_

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

90. Page 3

91. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

92. Access to the Property: To facilitate the showing and sale of the Property, Seller and/or Lessor authorizes Broker to:

- 93.  access the Property;
- 94.  authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
- 95. to access the Property at reasonable times and upon reasonable notice; and
- 96.  duplicate keys to facilitate convenient and efficient showings of the Property.

97. Authorizing access means giving Broker permission to:

- 98. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;
- 99. 2. disclose any security codes necessary to enter the Property; and
- 100. 3. lend a key to enter the Property, directly or through a lockbox.

101. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is  
102. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and  
103. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property  
104. showing.

105. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may  
106. record the Property by photograph, video, or other medium while accessing the Property.

107. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits  
108. the interception of oral communications without the consent of at least one of the two parties to the communication.  
109. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor  
110. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.

111. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but  
112. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor  
113. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through  
114. multiple tiers), reproduce, distribute, display, perform, and create derivate works of the Seller and/or Lessor Content.  
115. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor  
116. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual  
117. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

118. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**  
119. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

120. **BROKER'S COMPENSATION** (Fill in all blanks.):

121.	COMPENSATION FOR SALE (To be completed only if Property is being offered for sale.): Seller shall pay Broker a
122.	retainer fee of \$ <u>0.00</u> when Seller signs this Contract. Broker shall keep this fee even if Seller
123.	does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of (Check any that apply.):
124.	<input checked="" type="checkbox"/> <u>6</u> percent (%) of the price for which the Property is sold or exchanged;
125.	<input type="checkbox"/> \$ _____;
126.	<input type="checkbox"/> \$ _____ per square foot;
127.	<input checked="" type="checkbox"/> OTHER: <u>If Listing Broker is also Selling Broker Commission shall be reduced to 4%</u>
128.	_____;
129.	_____;
130.	upon the occurrence of any of the following conditions, identified in lines 147-195.

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

132. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

133. COMPENSATION FOR LEASE (To be completed only if Property is being offered for lease.): Lessor shall pay Broker a

134. retainer fee of \$ \_\_\_\_\_ when Lessor signs this Contract. Broker shall keep this fee even

135. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of (Check any

136. that apply.):

137.  \_\_\_\_\_ percent (%) of the total gross obligation of the lease price;

138.  \_\_\_\_\_ percent (%) of the total net obligation of the lease price;

139.  \$ \_\_\_\_\_ ;

140.  \$ \_\_\_\_\_ per useable square foot;

141.  \$ \_\_\_\_\_ per rentable square foot;

142.  OTHER: \_\_\_\_\_

143. \_\_\_\_\_

144. \_\_\_\_\_ ;

145. upon the occurrence of any of the following conditions, identified in lines 147-195 and paid in the following manner:

146. \_\_\_\_\_ percent (%) upon lease execution and \_\_\_\_\_ percent (%) upon lease occupancy.

147. COMPENSATION CONDITIONS:

148. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period
149. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other agent
150. or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth herein or as
151. otherwise consented to by Seller and/or Lessor;
152. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing
153. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor
154. refuses to sell and/or lease;
155. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller
156. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the executed
157. lease agreement;
158. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract;
159. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate
160. Broker, as provided herein, based on the price paid for the option and for any extensions thereof. This compensation
161. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised,
162. whether during the term of this Contract, or within 12 months thereafter, Seller and/or Lessor shall also
163. compensate Broker on the gross sale and/or lease price of the Property in accordance with the provisions herein.
164. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof
165. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or
166. Lessor to Broker on account of such option payments shall be credited against the compensation payable to Broker
167. on account of the exercise of the option;
168. 6. During the term of this Listing Contract or within 180 days (not to exceed six (6) months, except for the
169. purchase or sale of a business in which case it cannot exceed two (2) years) after the expiration of this Listing Contract:
170. (a) the Property is acquired by a public authority;
171. (b) an agreement to acquire the Property is reached with a public authority; or
172. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property;
173. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or
174. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term
175. of this Contract;

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

177. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

178. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business  
179. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease  
180. of the Property during the term of this Contract; or

181. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case  
182. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees  
183. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by  
184. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown  
185. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a  
186. compensation under this subparagraph nine (9) unless the name of the prospect is on a written list given to Seller  
187. and/or Lessor within 72 hours after expiration of this Listing Contract.

188. **IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR**  
189. **LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE**  
190. **FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK**  
191. **COMPETENT ADVICE.**

192. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease  
193. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts  
194. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided hereunder  
195. to the Broker at the time of closing.

196. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MCPE  
197. and/or MLS unless Broker notifies Seller and/or Lessor otherwise in writing.

198. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,  
199. Seller shall receive 100 percent (%) and Broker shall receive 0 percent (%) of the earnest money.

200. **COOPERATING BROKERS:** Seller and/or Lessor hereby permits Broker to share part of Broker's compensation with  
201. other real estate brokers, including brokers only representing the buyer and/or tenant.

202. **CLOSING SERVICES:**

203. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL  
204. ESTATE CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY  
205. NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR  
206. OF THE CLOSING ITSELF.

207. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
208. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may  
209. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which  
210. may effectively reduce the proceeds from the sale. Seller has indicated his/her/its choice for closing services (*Initial*  
211. *one.*).

212. \_\_\_\_\_ Seller wishes to have Broker arrange for closing services.  
(Seller) (Seller)

213. \_\_\_\_\_ Seller shall arrange for closing services.  
(Seller) (Seller)

214. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
215. effectively increase the cash outlay at closing.

# COMMERCIAL LISTING CONTRACT: EXCLUSIVE

216. Page 6

217. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

218. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
219. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
220. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions  
221. from FIRPTA withholding.

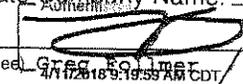
222. Seller represents and warrants that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual,  
-----(Check one.)----  
223. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

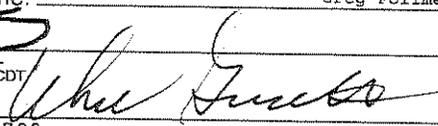
224. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
225. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
226. **or whether the withholding requirements of FIRPTA apply.**

**227. AGENCY REPRESENTATION:**

- 228.  Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or  
229. tenants represented by Broker.
- 230.  Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/or  
231. tenants represented by Broker.

232. Real Estate Company Name: Greg Follmer Commercial Real Estate

233. By:   
(Licensed Greg Follmer 4/7/2018 5:19:55 AM CDT)

234. Seller and/or Lessor:  Date: 4/26/18

235. Seller and/or Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

236. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other  
237. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential  
238. sellers and/or lessors before, during, and after the expiration of this Contract.

239. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller and/or Lessor may have  
240. had a previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or  
241. Lessor acknowledges that Broker or licensee representing or assisting Seller and/or Lessor is legally required to keep  
242. information regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying  
243. and/or leasing confidential, if known.

244. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller  
245. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage,  
246. or loss arising from any misrepresentation, misstatement, omission of fact, or breach of a promise by Seller and/or  
247. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related  
248. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.  
249. Indemnification by Seller and/or Lessor shall not apply if the damage, loss, or injury is the result of the gross negligence  
250. or willful misconduct of the Broker.

251. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any  
252. municipality, government agency, or unit owners' association about the Property that Seller and/or Lessor has not  
253. informed Broker about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of  
254. such type that Seller and/or Lessor receives during the term of this Contract.

255. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information  
256. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property.  
257. A copy of this document shall be as valid as the original.

258. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors, and assigns of the parties.  
259. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this  
260. Contract.

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

261. Page 7

262. Property located at Central High School - 800 East Central Entrance Duluth MN 55811

263. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written  
264. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this  
265. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.

266. This Contract shall be governed by the laws of the State of Minnesota.

267. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
268. transaction constitute valid, binding signatures.

269. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller  
270. and/or Lessor by mail, phone, fax, e-mail, or other means of communication during the term of this Contract and  
271. anytime thereafter.

272. **OTHER:**  
273. Page 2, lines 71-75 and lines 84-87, Page 5 Lines 188-191 and Page 6  
274. Lines 251-254 shall be removed from this contract. Please see  
275. Addendum to Listing Contract attached.

275. **BROKER**

276. **ACCEPTED BY:** Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

277. By:   
(Licensee) Greg Follmer  
4/11/2018 9:20:00 AM CDT  
278. 04/11/2018  
(Date)

279. 230 E Superior St Duluth  
(Address)

280. 218-728-4436  
(Phone)

281. gregfollmer@gmail.com  
(E-Mail Address)

282.

283.

284.

285.

286.

287.

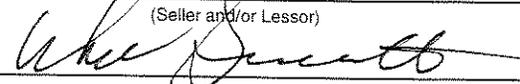
288.

289.

290.

**SELLER AND/OR LESSOR**

**ACCEPTED BY:** ISD 709  
(Seller and/or Lessor)

By:   
Its: Superintendent  
(Title)

04/26/18  
(Date)

215 N. 1st Ave E, Duluth MN  
(Address)

218-336-8752  
(Phone)

william.gronseth@isd709.org  
(E-Mail Address)

**SELLER AND/OR LESSOR**

**ACCEPTED BY:** \_\_\_\_\_  
(Seller and/or Lessor)

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

291. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**  
292. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## ADDENDUM TO COMMERCIAL LISTING CONTRACT

This Addendum to Commercial Listing Contract (“**Addendum**”) is entered into by Independent School District #709 (“**Seller**”) and Greg Follmer Commercial Real Estate (“**Broker**”) with respect to the Commercial Listing Contract (“**Contract**”), dated March 7, 2018 relating to the Central High School Property (“**Property**”) located at 800 East Central Entrance in Duluth, Minnesota.

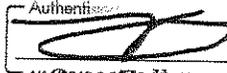
To the extent any term or provision of this Addendum conflicts with any term in the Contract the provision in this Addendum shall govern and shall supersede the contrary provision in the Contract.

1. Seller will not be obligated to pay Broker a fee or other commission if, after the end of the Contract and during the Override Period, Seller has executed another valid listing agreement pursuant to which the Seller is obligated to pay a fee or commission to another licensee for the sale or exchange of the Property.
2. Property will be sold AS IS.
3. Broker has been informed that Seller has developed a form of purchase agreement for the sale of its properties and that Seller intends to use a purchase agreement in substantially Seller’s form for the sale of the Property.
4. The Property will be conveyed by a quitclaim deed in substantially the form of the Minnesota Uniform Conveyancing. The deed will be subject to a restriction, enforceable by the Seller, that prohibits the grantee, its successors or assigns from using the property as a school for the purpose of conducting programs for children between the ages of 5 and 18. The deed will provide that if the restriction is violated, the Seller will have the right to an injunction and the Seller will have the right to attorney’s fees and other costs and disbursements and actual damages if the Seller prevails. The grantee must agree that the Seller will sustain irreparable harm and damages if the restriction is violated and that the Seller will have the right to a temporary restraining order, a temporary injunction and a permanent injunction and that grounds exist for the issuance of such orders and injunctions.
5. Lines 155-157 of the Contract are deleted and are replaced with the following:

Seller agrees to sell the Property before the expiration of this Contract and Seller wrongfully refuses to close on the sale in accordance with the terms of the executed purchase agreement; provided, however, no compensation shall be required if Seller terminates or cancels the purchase agreement in accordance with its terms.

6. Paragraph 1 under Compensation Conditions, Lines 148-151 of the Contract, is qualified by adding the following: provided, however, Seller will not be required to pay a fee or commission to Broker unless a closing actually occurs.
7. Because of the AS IS nature of the sale of the Property, Seller undertakes no obligation to inspect for or to disclose to Broker any defects or conditions, patent or latent, affecting the Property.
8. Notwithstanding any provision in the Contract to the contrary, the sale of the Property and the terms of sale of the Property are subject to approval by the Seller's Board.
9. Broker shall provide written updates to the Seller each month (no later than the 15th day of the month) about efforts to market the Property including affirmative showings of interest, number of showings, and other information as requested by Seller.
10. If Seller enters into a purchase agreement that provides for the sale of the Property in phases, Seller will only be required to pay commissions with respect to the sale of phases actually closed.
11. Title and escrow services will be provide through Arrowhead Abstract & Title.
12. The legal description of the Property is set forth in the ALTA Survey prepared by LHB, Inc. for Job 150037 and dated 3/31/2015 a copy of which is included with this Addendum.

GREG FOLLMER COMMERCIAL REAL ESTATE

By:  \_\_\_\_\_  
4/1/2018 9:24:02 AM CDT  
Greg Follmer

INDEPENDENT SCHOOL DISTRICT #709, a public corporation and political subdivision of the State of Minnesota

By:  \_\_\_\_\_  
Name: William Cronseth  
Title: Superintendent

### COMMERCIAL LISTING CONTRACT: EXCLUSIVE

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2017 Minnesota Association of REALTORS®, Edina, MN

1. Date 04/10/2018  
2. Page 1

3. **DEFINITIONS:** IN CONSIDERATION OF the Contract of Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

4. ("Broker") to undertake to  **SELL**  **LEASE** (if only **SELL** is checked, all references to Lessor, tenant, or lease do not apply;  
----(Check all that apply.)----

5. if only **LEASE** is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,  
6. Independent School District 709

7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at  
8. Nettleton Elementary School - 108 East 6th Street

9. Duluth MN 55802

10. and legally described as See Attached Addendum to Listing Contract

11. \_\_\_\_\_ ("Property")

12. for the period from the date hereof through and including March 7th, 20 19, for the sum  
13. of \$ 150,000.00 upon the following terms

14. Cash, Bank Financing or other written terms deemed acceptable to Seller and Seller's legal counsel.

15. \_\_\_\_\_

16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.

17. This Contract may only be canceled by written mutual agreement of the parties.

18. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may  
19. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

20. **MLS DATA FEED OPTIONS:**

21. **EXPLANATIONS AND DEFINITIONS:**

22. "**IDX site**" means a web site operated by a broker participating in the MLS on which the broker can advertise the  
23. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
24. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

25. "**Virtual office web site**" ("**VOW**") means a web site operated by a broker participating in the MLS that delivers  
26. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with  
27. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
28. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker  
29. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.  
30. The MLS imposes various other rules and restrictions on VOWs.

31. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions  
32. pertaining to the Internet display of the MLS input data for the Property are as follows:

33. **Option 1. Listing display on the internet.** If Seller and/or Lessor selects "No," this listing will not be included in MLS  
34. data feeds to Internet web sites that display property listing data, whether intended for advertising the  
35. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose  
36. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

37. Shall the Property listing be displayed on the Internet, including sold information?  Yes  No

38. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for  
39. Option 1, consumers who conduct searches for listings on the Internet will not see information about the  
40. Property in response to their searches.



COMMERCIAL LISTING CONTRACT:  
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42. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

43. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

44. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/  
45. or Lessor selects "No," the address of the Property will be hidden on web sites receiving data feeds from  
46. MLS that result in Internet listing display, whether intended for advertising the Property or providing online  
47. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/  
48. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

49. Shall the listing address (Property and unit numbers and street name) be displayed  
50. on the Internet?  Yes  No

51. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**  
52. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model  
53. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based  
54. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The  
55. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant  
56. factors in valuing a property. Seller and/or Lessor, by selecting "No," may prohibit display of an automated  
57. valuation of his or her listing adjacent to the listing.

58. Shall an automatic valuation of the Property listing or a link to an automated  
59. valuation be displayed adjacent to the listing?  Yes  No

60. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**  
61. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide  
62. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews  
63. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on  
64. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding  
65. the listing's value, etc.

66. Shall comments or reviews of the Property by persons other than the displaying  
67. broker be displayed with or attached as a link to the listing data of the Property?  Yes  No

68. **SELLER'S AND/OR LESSOR'S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker  
69. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/  
70. or Lessor regarding the sale, exchange, or lease of the Property.

71. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract  
72. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state  
73. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the  
74. buyer and any further documents as may be required to consummate the sale in accordance with the terms above  
75. designated or with the terms to which Seller may hereafter consent.

76. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter  
77. received during the term of this Contract.

78. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the  
79. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this Contract.  
80. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property Exchange ("MCPE")  
81. or other type of multiple listing service forum ("MLS") and the Internet concerning the Property. Broker may notify the  
82. MCPE or MLS and member REALTORS® of the price and terms of the sale and/or lease.

83. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

84. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received  
85. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous  
86. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state

87. "none"): \_\_\_\_\_

88. \_\_\_\_\_

89. \_\_\_\_\_

COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE

90. Page 3

91. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

- 92. Access to the Property: To facilitate the showing and sale of the Property, Seller and/or Lessor authorizes Broker to:
- 93.  access the Property;
- 94.  authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
- 95. to access the Property at reasonable times and upon reasonable notice; and
- 96.  duplicate keys to facilitate convenient and efficient showings of the Property.

- 97. Authorizing access means giving Broker permission to:
- 98. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;
- 99. 2. disclose any security codes necessary to enter the Property; and
- 100. 3. lend a key to enter the Property, directly or through a lockbox.

101. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is  
 102. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and  
 103. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property  
 104. showing.

105. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may  
 106. record the Property by photograph, video, or other medium while accessing the Property.

107. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits  
 108. the interception of oral communications without the consent of at least one of the two parties to the communication.  
 109. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor  
 110. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.

111. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but  
 112. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor  
 113. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through  
 114. multiple tiers), reproduce, distribute, display, perform, and create derivate works of the Seller and/or Lessor Content.  
 115. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor  
 116. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual  
 117. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

118. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**  
 119. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

120. **BROKER'S COMPENSATION** (Fill in all blanks.):

121. **COMPENSATION FOR SALE** (To be completed only if Property is being offered for sale.): Seller shall pay Broker a  
 122. retainer fee of \$ 0.00 when Seller signs this Contract. Broker shall keep this fee even if Seller  
 123. does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of (Check any that apply.):  
 124.  6 percent (%) of the price for which the Property is sold or exchanged;  
 125.  \$ \_\_\_\_\_;  
 126.  \$ \_\_\_\_\_ per square foot;  
 127.  **OTHER:** If Listing Broker is also Selling Broker Commission shall be reduced to 4%  
 128. \_\_\_\_\_  
 129. \_\_\_\_\_  
 130. upon the occurrence of any of the following conditions, identified in lines 147-195.

COMMERCIAL LISTING CONTRACT: EXCLUSIVE

132. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

133. COMPENSATION FOR LEASE (To be completed only if Property is being offered for lease.): Lessor shall pay Broker a 134. retainer fee of \$ \_\_\_\_\_ when Lessor signs this Contract. Broker shall keep this fee even 135. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of (Check any 136. that apply): 137. [ ] \_\_\_\_\_ percent (%) of the total gross obligation of the lease price; 138. [ ] \_\_\_\_\_ percent (%) of the total net obligation of the lease price; 139. [ ] \$ \_\_\_\_\_; 140. [ ] \$ \_\_\_\_\_ per useable square foot; 141. [ ] \$ \_\_\_\_\_ per rentable square foot; 142. [ ] OTHER: \_\_\_\_\_ 143. \_\_\_\_\_ 144. \_\_\_\_\_; 145. upon the occurrence of any of the following conditions, identified in lines 147-195 and paid in the following manner: 146. \_\_\_\_\_ percent (%) upon lease execution and \_\_\_\_\_ percent (%) upon lease occupancy.

147. COMPENSATION CONDITIONS: 148. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period 149. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other agent 150. or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth herein or as 151. otherwise consented to by Seller and/or Lessor; 152. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing 153. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor 154. refuses to sell and/or lease; 155. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller 156. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the executed 157. lease agreement; 158. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract; 159. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate 160. Broker, as provided herein, based on the price paid for the option and for any extensions thereof. This compensation 161. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised, 162. whether during the term of this Contract, or within 12 months thereafter, Seller and/or Lessor shall also 163. compensate Broker on the gross sale and/or lease price of the Property in accordance with the provisions herein. 164. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof 165. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or 166. Lessor to Broker on account of such option payments shall be credited against the compensation payable to Broker 167. on account of the exercise of the option; 168. 6. During the term of this Listing Contract or within 180 days (not to exceed six (6) months, except for the 169. purchase or sale of a business in which case it cannot exceed two (2) years) after the expiration of this Listing Contract: 170. (a) the Property is acquired by a public authority; 171. (b) an agreement to acquire the Property is reached with a public authority; or 172. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property; 173. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or 174. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term 175. of this Contract;



**COMMERCIAL LISTING CONTRACT:  
EXCLUSIVE**

177. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

178. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business  
179. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease  
180. of the Property during the term of this Contract; or

181. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case  
182. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees  
183. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by  
184. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown  
185. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a  
186. compensation under this subparagraph nine (9) unless the name of the prospect is on a written list given to Seller  
187. and/or Lessor within 72 hours after expiration of this Listing Contract.

188. **IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR**  
189. **LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE**  
190. **FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK**  
191. **COMPETENT ADVICE.**

192. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease  
193. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts  
194. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided hereunder  
195. to the Broker at the time of closing.

196. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MCPE  
197. and/or MLS unless Broker notifies Seller and/or Lessor otherwise in writing.

198. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,  
199. Seller shall receive 100 percent (%) and Broker shall receive 0 percent (%) of the earnest money.

200. **COOPERATING BROKERS:** Seller and/or Lessor hereby permits Broker to share part of Broker's compensation with  
201. other real estate brokers, including brokers only representing the buyer and/or tenant.

202. **CLOSING SERVICES:**

203. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL  
204. ESTATE CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY  
205. NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR  
206. OF THE CLOSING ITSELF.

207. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
208. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may  
209. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which  
210. may effectively reduce the proceeds from the sale. Seller has indicated his/her/its choice for closing services (*Initial*  
211. *one.*).

212. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Seller) Seller wishes to have Broker arrange for closing services.

213. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Seller) Seller shall arrange for closing services.

214. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
215. effectively increase the cash outlay at closing.

### COMMERCIAL LISTING CONTRACT: EXCLUSIVE

216. Page 6

217. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

218. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
219. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
220. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions  
221. from FIRPTA withholding.

222. Seller represents and warrants that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual,  
-----*(Check one.)*-----  
223. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

224. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**  
225. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**  
226. **or whether the withholding requirements of FIRPTA apply.**

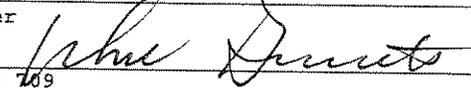
227. **AGENCY REPRESENTATION:**

228.  Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or  
229. tenants represented by Broker.

230.  Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/or  
231. tenants represented by Broker.

232. Real Estate Company Name: Greg Follmer Commercial Real Estate

233. By:   
Greg Follmer

234. Seller and/or Lessor:  Date: 4/26/18  
ISD 769

235. Seller and/or Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

236. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other  
237. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential  
238. sellers and/or lessors before, during, and after the expiration of this Contract.

239. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller and/or Lessor may have  
240. had a previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or  
241. Lessor acknowledges that Broker or licensee representing or assisting Seller and/or Lessor is legally required to keep  
242. information regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying  
243. and/or leasing confidential, if known.

244. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller  
245. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage,  
246. or loss arising from any misrepresentation, misstatement, omission of fact, or breach of a promise by Seller and/or  
247. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related  
248. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.  
249. Indemnification by Seller and/or Lessor shall not apply if the damage, loss, or injury is the result of the gross negligence  
250. or willful misconduct of the Broker.

251. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any  
252. municipality, government agency, or unit owners' association about the Property that Seller and/or Lessor has not  
253. informed Broker about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of  
254. such type that Seller and/or Lessor receives during the term of this Contract.

255. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information  
256. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property.  
257. A copy of this document shall be as valid as the original.

258. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors, and assigns of the parties.

259. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this  
260. Contract.

# COMMERCIAL LISTING CONTRACT: EXCLUSIVE

261. Page 7

262. Property located at Nettleton Elementary School - 108 East 6th Street Duluth MN 55802

263. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written  
264. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this  
265. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.  
266. This Contract shall be governed by the laws of the State of Minnesota.

267. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
268. transaction constitute valid, binding signatures.

269. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller  
270. and/or Lessor by mail, phone, fax, e-mail, or other means of communication during the term of this Contract and  
271. anytime thereafter.

272. **OTHER:**  
273. **Page 2, lines 71-75 and lines 84-87, Page 5 Lines 188-191 and Page 6**  
274. **Lines 251-254 shall be removed from this contract. Please see**  
275. **Addendum to Listing Contract attached.**

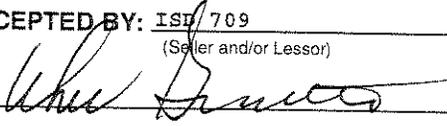
275. **BROKER**

**SELLER AND/OR LESSOR**

276. **ACCEPTED BY:** Greg Follmer Commercial Real Estate  
(Real Estate Company Name)

**ACCEPTED BY:** ISD 709  
(Seller and/or Lessor)

277. By:   
(License) Greg Follmer

By: 

278. 04/11/2018  
(Date)

Its: Superintendent  
(Title)

279. 230 E Superior St Duluth  
(Address)

04/26/18  
(Date)

280. 218-728-4436  
(Phone)

215 N. 1st Ave. E. Duluth, MN  
(Address)

281. gregfollmer@gmail.com  
(E-Mail Address)

218. 336. 8752  
(Phone)

282.

william.gronseth@isd709.org  
(E-Mail Address)

283.

**SELLER AND/OR LESSOR**

284.

**ACCEPTED BY:** \_\_\_\_\_  
(Seller and/or Lessor)

285.

By: \_\_\_\_\_

286.

Its: \_\_\_\_\_  
(Title)

287.

\_\_\_\_\_  
(Date)

288.

\_\_\_\_\_  
(Address)

289.

\_\_\_\_\_  
(Phone)

290.

\_\_\_\_\_  
(E-Mail Address)

291. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**  
292. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## ADDENDUM TO COMMERCIAL LISTING CONTRACT

This Addendum to Commercial Listing Contract (“**Addendum**”) is entered into by Independent School District #709 (“**Seller**”) and Greg Follmer Commercial Real Estate (“**Broker**”) with respect to the Commercial Listing Contract (“**Contract**”), dated March 7, 2018 relating to the Nettleton Elementary School Property (“**Property**”) located at 108 E. 6<sup>th</sup> Street in Duluth, Minnesota.

To the extent any term or provision of this Addendum conflicts with any term in the Contract the provision in this Addendum shall govern and shall supersede the contrary provision in the Contract.

1. Seller will not be obligated to pay Broker a fee or other commission if, after the end of the Contract and during the Override Period, Seller has executed another valid listing agreement pursuant to which the Seller is obligated to pay a fee or commission to another licensee for the sale, or exchange of the Property.
2. Property will be sold AS IS.
3. Broker has been informed that Seller has developed a form of purchase agreement for the sale of its properties and that Seller intends to use a purchase agreement in substantially Seller’s form for the sale of the Property.
4. The Property will be conveyed by a quitclaim deed in substantially the form of the Minnesota Uniform Conveyancing. The deed will be subject to a restriction, enforceable by the Seller, that prohibits the grantee, its successors or assigns from using the property as a school for the purpose of conducting programs for children between the ages of 5 and 18. The deed will provide that if the restriction is violated, the Seller will have the right to an injunction and the Seller will have the right to attorney’s fees and other costs and disbursements and actual damages if the Seller prevails. The grantee must agree that the Seller will sustain irreparable harm and damages if the restriction is violated and that the Seller will have the right to a temporary restraining order, a temporary injunction and a permanent injunction and that grounds exist for the issuance of such orders and injunctions.
5. Lines 155-157 of the Contract are deleted and are replaced with the following:

Seller agrees to sell the Property before the expiration of this Contract and Seller wrongfully refuses to close on the sale in accordance with the terms of the executed purchase agreement; provided, however, no compensation shall be required if Seller terminates or cancels the purchase agreement in accordance with its terms.
6. Paragraph 1 under Compensation Conditions, Lines 148-151 of the Contract, is qualified by adding the following: provided, however, Seller will not be required to pay a fee or commission to Broker unless a closing actually occurs.
7. Because of the AS IS nature of the sale of the Property, Seller undertakes no obligation to inspect for or to disclose to Broker any defects or conditions, patent or latent, affecting the Property.

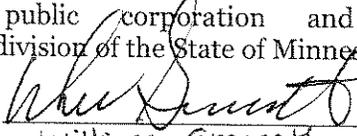
8. Seller shall have the right to remove the Property from the market before the end of the Contract and without the payment of any fee or compensation to Broker, except pursuant to paragraph 9 of the compensation conditions of the Contract.
9. Notwithstanding any provision in the Contract to the contrary, the sale of the Property and the terms of sale of the Property are subject to approval by the Seller's Board.
10. Broker shall provide written updates to the Seller each month (no later than the 15th day of the month) about efforts to market the Property including affirmative showings of interest, number of showings, and other information as requested by Seller.
11. If Seller enters into a purchase agreement that provides for the sale of the Property in phases, Seller will only be required to pay commissions with respect to the sale of phases actually closed.
12. The legal description for the Property is:

Lots 17-32, East Sixth Street Duluth Proper First Division

GREG FOLLMER COMMERCIAL REAL ESTATE

By:   
411 Greg Follmer

INDEPENDENT SCHOOL DISTRICT #709,  
a public corporation and political  
subdivision of the State of Minnesota

By:   
Name: William Gronseth  
Title: Superintendent

# LUTHER COLLEGE

## Memorandum of Understanding 2018 – 2019

### **Duluth Public Schools MN ISD 709**

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth Public Schools MN ISD 709, 215 N 1st Ave E, Duluth, MN 55802.

#### *PROVISIONS:*

1. Luther College and Duluth Public Schools MN ISD 709 agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth Public Schools MN ISD 709.
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth Public Schools MN ISD 709, as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth Public Schools MN ISD 709 for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth Public Schools MN ISD 709. This background check will include:
  - National Sex Offender Registry
  - National Criminal Database
  - Criminal Search – County
  - ID Trace Pro
6. Duluth Public Schools MN ISD 709 and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

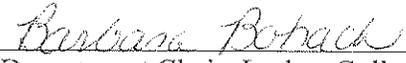
7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
  - 4 weeks - \$100
  - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Duluth Public Schools MN ISD 709 requires cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Signature:  Date: 04/30/18  
Representative, Duluth Public Schools MN ISD 709

Signature:  Date: 4-8-18  
Department Chair, Luther College Education Department

Signature:  Date: 4/10/18  
Academic Dean, Luther College

# APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 ((Rev. 3-09))

Shopping Center

Miller Hill Mall

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization Duluth Public Schools Art Show	Describe the nature of the activity Display of student art projects in Barnes & Noble Court
Street Address 215 N 1 <sup>st</sup> Ave E	
City, State, Zip Duluth, MN 55802	
Telephone No. 218-349-1140	

DATE REQUESTED	TIME REQUESTED		NAME OF PERSON WHO WOULD BE IN CHARGE	
4/16/18	From: 8:00	<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	Jim Carlson and Terry Norton will come in and set up
4/23/18	From: 8:00	<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	Jim Carlson and Terry Norton will come in and tear down
	From:	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	

If use of special decorations, signs, displays, or devices is requested, explain

We will have 5 skirted tables and stanchions around them

### GENERAL RELEASE AND INDEMNITY

(Please read carefully)

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants.

### ACKNOWLEDGEMENT

(Please read carefully)

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application Deb Hannu / Douglas A. Hasler (CFO)	Street Address (if different than above)	
Title (if any) Visual/Media Arts Teacher & Curriculum Coach Duluth Public Schools	City, State, Zip	
Signature 	Date 04/10/18	Phone No. 218-336-8704

### PERMIT TO USE COMMON AREA

<p>The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side.</p> <p><input type="checkbox"/> Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.</p>	Authorized Signature	Date
	For:	