

**MEMORANDUM OF UNDERSTANDING
BETWEEN THERAPEUTIC SERVICES AGENCY AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Therapeutic Services Agency, a community mental health provider, and the Duluth Public Schools, Independent School District (ISD) #709;

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Therapeutic Services Agency and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, the Therapeutic Services Agency, desires to extend specialized mental health therapy services to Duluth school buildings by mental health professionals to support students who are deaf or hard of hearing;

THEREFORE, the Therapeutic Services Agency and Duluth Public School District agree that it is in the best interest of deaf and hard of hearing students and their families to enter into this Memorandum of Understanding;

This Memorandum of Understanding is to enable and structure the collaboration between the Therapeutic Services Agency and Duluth Public School District ISD #709 in its implementation of creating educational successes for deaf and hard of hearing students by providing quality, culturally appropriate therapeutic services to students with unmet mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Therapeutic Services Agency and Duluth Public School District

It is understood that Therapeutic Services Agency and Duluth Public School District staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Therapeutic Services Agency

Students served by Therapeutic Services Agency are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Therapeutic Services Agency will:

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery.
2. Locate therapist(s) at Duluth schools in order to provide mental health services.
3. Employ and be responsible for its therapists placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance.
5. Accept mental health referrals for deaf and hard of hearing students from school district staff.
6. Share student/client information with school staff as needed and with the consent of the student/guardian.
7. Obtain parental permission to provide mental health services.

8. Maintain and own mental health records of students served.
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District shall not be responsible for the cost of services delivered by the Therapeutic Services Agency.
10. Meet periodically with Duluth Public Schools administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
11. Therapists will make every effort to avoid academic scheduling conflicts for students without administrative permission when possible.
12. Therapists will work with school staff to develop a schedule in effort to not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of Duluth Public School District

1. Meet with Therapeutic Services Agency administrative staff to plan a system of mental health service delivery.
2. Provide Therapeutic Services Agency therapist/s with appropriate and private office space.
3. Inform school staff of the Therapeutic Services Agencies' services available and work with the Therapeutic Services Agency staff to develop a system to identify and refer deaf and hard of hearing students that may be in need of mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by the Therapeutic Services Agency.
4. Meet periodically with Therapeutic Services Agency administration/therapists to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Background Check. (applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file. If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail:

ISD 709, Duluth Public Schools, Attn: Jeffrey Horton , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:
Therapeutic Services Agency, Inc., Attn: Cheryl Smetana McHugh, 220 Railroad St SE, Pine City, MN 55063.

Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Data Practices. Contractor further understands and agrees that it shall be bound by the 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) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

Insurance. (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Terms. This Memorandum of Understanding will begin effective the date of 1-10-2020 and will continue through 6-30-2021 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Therapeutic Services Agency and Duluth Public School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Therapeutic Services Agency and Duluth Public School District agree that

they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed: 
Therapeutic Services Agency

Date: 1-15-2020

Signed: 
Cathy Erickson, Director of Business Services

Date: 1-22-2020



The College of *St. Scholastica*

This agreement between the College of St. Scholastica and **Independent School District 709, Duluth Public Schools** is for services related to the placement and supervision of student teachers and field experience students during the 2019-2020 thru 2024- 2025 academic years.

1. The District agrees to supply to student teachers who are accepted by the District, an opportunity to work in a teaching-learning situation with a teacher certified under the regulations of the State of Minnesota.
2. The College will forward requests for the placement of student teachers within a reasonable time in advance of the teaching period, along with relevant information about the candidate to the District. If needed, the College will provide additional information as requested.
3. The District will advise the College as promptly as possible of available opportunities and of the acceptance of the student teacher.
4. During the student teaching time designated by the College, the student will be able to observe classes and carry out work assignments designed to prepare the student for teaching responsibilities.
5. All student teaching shall be under the direction of the District, which may terminate the relationship at any time for breach of rules, regulations, and/or directives.
6. Student teachers will attend the District's student teacher orientation session and provide the funds required for a criminal background check if required.
7. The College will provide additional supervision and direction to the student teacher and assistance to the cooperating teacher as mutually agreed to with the cooperating teacher.
8. In exchange for professional services, the College will send the Cooperating Teacher a stipend of \$150 for each student teacher placed and \$50 stipend for each field experience placement.

By  Date 1-10-2020
CSS School of Education Signature

By  Date 1-22-2020
School District Signature

By _____ Date _____
CSS Financial Officer Signature

Addendum to Commercial
Listing Contract: Exclusive

Date January 22, 2020

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Addendum to the Commercial Listing Agreement between parties, dated April 10, 2018
pertaining to the sale of the Property at 800 E Central Entrance, Duluth, MN between Greg
Follmer Commercial Real Estate "Broker" and INDEPENDENT SCHOOL DISTRICT #709 "Seller".

Parties agree to extend the Listing Agreement and all it's terms to March 7, 2021.

Accepted by: Greg Follmer Commercial Real Estate

By: _____


Date: _____


1/31/20

Accepted by: INDEPENDENT SCHOOL DISTRICT
#709

By: _____

Date: _____


1/30/2020

**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.
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1. Date January 22nd, 2020
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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. 215 N 1st Ave E,
9. City of Duluth, County of St. Louis, State of
10. Minnesota, Zip Code 55802, and legally described as NLY 50 FT Lot 0019 Duluth Proper 1st Division East
11. 2nd Street / NLY 50 FT Lot 0017 Duluth Proper 1st Division East 2nd Street (cont line 290) ("Property")
12. for the period from the date of this Contract through and including January 22nd 2021, for the sum
13. of _____ 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 terminates upon successful closing and/or Lease of the Property(ies) specified in this Contract or expiration
18. or cancellation of this Contract, whichever occurs first.
19. This Contract may only be canceled by written mutual agreement of the parties.
20. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may
21. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

22. **MLS DATA FEED OPTIONS:**

23. **EXPLANATIONS AND DEFINITIONS:**

24. "**IDX site**" means a web site operated by a broker participating in the MLS on which the broker can advertise the

25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to

26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. "**Virtual office web site**" ("**VOW**") means a web site operated by a broker participating in the MLS that delivers

28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with

29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The

30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker

31. 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.

32. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions

34. pertaining to the Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller and/or Lessor selects "No," this listing will not be included in MLS

36. data feeds to Internet web sites that display property listing data, whether intended for advertising the

37. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose

38. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

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

40. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for

41. Option 1, consumers who conduct searches for listings on the Internet will not see information about the

42. Property in response to their searches.

COMMERCIAL LISTING CONTRACT:
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44. Property located at 215 N 1st Ave E Duluth 55802

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

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

51. Shall the listing address (Property and unit numbers and street name) be displayed
52. on the Internet?

Yes No

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

60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing?

Yes No

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

68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property?

Yes No

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

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

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

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

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

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

90. "none"): _____

91. _____

92. _____

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94. Property located at 215 N 1st Ave E Duluth 55802
95. Access to the Property: To facilitate the showing and sale and/or lease of the Property, Seller and/or Lessor authorizes
96. Broker to:
97. access the Property;
98. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
99. to access the Property at reasonable times and upon reasonable notice; and
100. duplicate keys to facilitate convenient and efficient showings of the Property.
101. Authorizing access means giving Broker permission to:
102. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;
103. 2. disclose any security codes necessary to enter the Property; and
104. 3. lend a key to enter the Property, directly or through a lockbox.
105. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is
106. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and
107. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property
108. showing.
109. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may
110. record the Property by photograph, video, or other medium while accessing the Property.
111. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits
112. the interception of oral communications without the consent of at least one of the two parties to the communication.
113. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor
114. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.
115. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but
116. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor
117. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through
118. multiple tiers), reproduce, distribute, display, perform, and create derivate works of the Seller and/or Lessor Content.
119. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor
120. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual
121. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.
122. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**
123. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**
124. **BROKER'S COMPENSATION:** *(Fill in all blanks.)*
125. **COMPENSATION FOR SALE:** *(To be completed only if Property is being offered for sale.)* Seller shall pay Broker a
126. retainer fee of \$ 0.00 when Seller signs this Contract. Broker shall keep this fee even if Seller
127. does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of: *(Check any that apply.)*
128. 6 percent (%) of the price for which the Property is sold or exchanged;
129. \$ _____ ;
130. \$ _____ per square foot;
131. OTHER: _____
132. _____
133. _____ ;
134. upon the occurrence of any of the following conditions, identified in lines 151-199.

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136. Property located at 215 N 1st Ave E Duluth 55802

137. **COMPENSATION FOR LEASE:** *(To be completed only if Property is being offered for lease.)* Lessor shall pay Broker a
138. retainer fee of \$ _____ when Lessor signs this Contract. Broker shall keep this fee even
139. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of:
140. *(Check any that apply.)*
141. _____ percent (%) of the total gross obligation of the lease price;
142. _____ percent (%) of the total net obligation of the lease price;
143. \$ _____ ;
144. \$ _____ per useable square foot;
145. \$ _____ per rentable square foot;
146. OTHER: _____
147. _____
148. _____ ;
149. upon the occurrence of any of the following conditions, identified in lines 151-199 and paid in the following manner:
150. _____ percent (%) upon lease execution and _____ percent (%) upon lease occupancy.

151. **COMPENSATION CONDITIONS:**

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

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

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

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

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

200. **COMPENSATION DISCLOSURE:** Broker **SHALL** **SHALL NOT** offer compensation to cooperating brokers.
------(Check one.)-----

201. If **SHALL**, the compensation to cooperating brokers shall be as follows:

202. 2 % of the gross sales and/or lease price or \$ _____, whichever is greater, to
203. cooperating brokers representing buyer and/or tenant.

204. _____ % of the gross sales and/or lease price or \$ _____, whichever is greater, to
205. cooperating brokers assisting buyer and/or tenant.

206. Other: _____

207. _____

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

210. **CLOSING SERVICES:**

211. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER OR REAL ESTATE
212. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT
213. EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF
214. THE CLOSING ITSELF.

215. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
216. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may
217. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which
218. may effectively reduce the proceeds from the sale.

219. Seller's choice for closing services: (Check one.)

220. Seller directs Broker to arrange for a qualified closing agent to conduct the closing.

221. Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

222. _____
(Seller's Initials) (Seller's Initials)

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224. Property located at 215 N 1st Ave E Duluth 55802

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

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

231. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----

232. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

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

236. **AGENCY REPRESENTATION:**

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

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

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

242. By: _____
(Licensee)

243. Seller and/or Lessor: *Whu Bennett* Date: 1/30/20

244. Seller and/or Lessor: _____ Date: _____

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

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

253. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
254. the successful closing and/or lease of the Property(ies) specified in this Contract or expiration or cancellation of this
255. Contract, whichever occurs first.

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

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

263. Page 7

264. Property located at 215 N 1st Ave E Duluth 55802

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

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

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

273. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this
274. Contract.

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

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

279. **ENTIRE AGREEMENT:** This Contract and any addenda or amendments signed by the parties shall constitute the
280. entire agreement between Seller and/or Lessor and Broker. Any other written or oral communication between Seller
281. and/or Lessor and Broker, including, but not limited to, e-mails, text messages, or other electronic communications
282. are not part of this Contract. This Contract can be modified or canceled only in writing signed by Seller and/or Lessor
283. and Broker or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
284. Contract.

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

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

290. **OTHER:**
Legal Cont:

291. **Lots 2 thru 22 Even Numbered Lots Duluth Proper 1st Division East 3rd**
292. **Street / Lots 1 thru 15 Odd Numbered Lots Duluth Proper 1st Division**
293. **East 2nd Street. / Lots 2 thru 6 Even Numbered lots Duluth Proper 1st**
294. **Division West 3rd Street. #010-0950-00105 / #010-0950-00100 / #010-**
0970-00550 / #010-0950-00010 / #010-0980-00410

295. **Page 2, lines 73-77 and lines 87-89, Page 5 Lines 192-195, Page 6 Lines**
296. **265-268 shall be removed from this contract. Please see attached**
297. **Addendum to Listing Contract.**

298.

299.

300.

301.

302.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

303. Page 8

304. Property located at 215 N 1st Ave E Duluth 55802

305. **BROKER**

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

307. By: [Signature]
(Licensee's Signature)

308. Greg Follmer
(Licensee's Printed Name)

309. 1/31/20
(Date)

310. 230 E Superior St
(Address)

311. Duluth, MN
(City/State/Zip)

312. 218. 728. 4438
(Phone)

313. greg.follmer@gmail.com
(E-Mail Address)

314.

315.

316.

317.

318.

319.

320.

321.

322.

323.

324.

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

SELLER AND/OR LESSOR

ACCEPTED BY: ISD 709
(Business Entity or Individual Name)

By: [Signature]
(Seller's and/or Lessor's Signature)

Wm Gronseth
(Seller's and/or Lessor's Printed Name)

Its: Sept.
(Title)

01/31/2020
(Date)

215 N. 1st Ave E
(Address)

Duluth, MN 55802
(City/State/Zip)

218. 336. 8752
(Phone)

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

SELLER AND/OR LESSOR

ACCEPTED BY: _____
(Business Entity or Individual Name)

By: _____
(Seller's and/or Lessor's Signature)

(Seller's and/or Lessor's Printed Name)

Its: _____
(Title)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

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 January 22, 2020 relating to the Historic Old Central High School Property (“**Property**”) located at 215 N 1st Ave E., Duluth, MN 55802.

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 159-161 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 152-155 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 provided through Arrowhead Abstract & Title.

GREG FOLLMER COMMERCIAL REAL ESTATE

By: 
Greg Follmer

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

By: William Conrath
Name: William Conrath
Title: Supt.

CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT (this “Agreement”) is by and between INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision (“ISD 709”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“City”).

WHEREAS, ISD 709 owns the property depicted and designated as the “Licensed Premises” on the attached Exhibit A (referred to in this Agreement as the “Licensed Premises”).

WHEREAS, City will be constructing Phase II of the Cross City Trail (the “CCT”), a 10.3-mile multi-purpose, non-motorized, paved trail that connects the Lakewalk in Canal Park to the Munger Trail and the Waterfront Trail in western Duluth. A portion of the CCT will be constructed adjacent to the Licensed Premises within public right-of-way.

WHEREAS, the Licensed Premises currently pools up with water, and City would like to improve the Licensed Premises to promote better drainage and move water away from the CCT and into the adjacent street. To accomplish this task, City desires to remove the existing fence from the Licensed Premises, grade the Licensed Premises with class 5 gravel, and install a new fence in the same location as the existing fence (the “ISD Project”).

WHEREAS, City desires to access the Licensed Premises and complete the ISD Project, and ISD 709 wishes to provide City with written permission to do so.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. PERMISSION AND PROPERTY

A. ISD 709 grants to City, and its employees, agents, contractors and subcontractors, a non-exclusive license to enter onto the Licensed Premises with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the ISD Project. The ISD Project will be completed at City’s sole expense. City shall keep the Licensed Premises free and clear of any mechanics’, materialmen’s or similar liens related to City’s activities.

B. City’s use of the Licensed Premises shall be limited to the activities and purposes stated above and this Agreement does not permit the public to use the Licensed Premises. ISD 709 shall have access to the Licensed Premises during the ISD Project.

II. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin January 1, 2020 and shall expire at the end of the day on December 31, 2020, or on such date that the ISD Project is completed, whichever occurs first (the "Term").

III. LAWS, RULES AND REGULATIONS

During the Term, City will conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

IV. GOVERNMENT DATA PRACTICES

A. ISD 709 shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by ISD 709 under this Agreement.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by ISD 709. If ISD 709 receives a request to release the data referred to in this section, ISD 709 must immediately notify City and consult with City as to how it should respond to the request. ISD 709 will hold City, its officers, and employees harmless from any claims resulting from ISD 709's unlawful disclosure or use of data protected under state and federal laws.

V. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

VI. NOTICES

Notices sent pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

City
City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806

ISD 709
Independent School District No. 709
Attn: Manager of Facilities
215 N. 1st Avenue East
Duluth, Minnesota 55802

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

VII. COMPLIANCE WITH AGREEMENT

The rights of City to occupy and use the Licensed Premises are subject to City's compliance with the undertakings, provisions, covenants, and conditions herein.

VIII. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those state courts located within St. Louis County, Minnesota.

IX. AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by the same individuals who executed this Agreement or their successors in office.

X. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XI. AUTHORITY TO EXECUTE AGREEMENT

ISD 709 represents that they are the owners of the Licensed Premises and the individuals signing below have the authority to execute this Agreement on behalf of ISD 709.

XII. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party. This Agreement may be executed in counterparts, which together shall form one original.

XIII. RESTORATION

City will grade the Licensed Premises with class 5 gravel and install a new fence in the same location as the existing fence using fencing materials substantially equivalent to the existing fence promptly after completing its work.

XIV. INDEMNIFICATION

City and ISD 709 shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. City's and ISD 709's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

CITY OF DULUTH

**INDEPENDENT SCHOOL
DISTRICT NO. 709**

By: _____
Mayor

By: Catherine Erickson

Its: CFO

Attest:

City Clerk
Date Attested: _____

Printed Name: Catherine Erickson

Dated: 01/10/2020

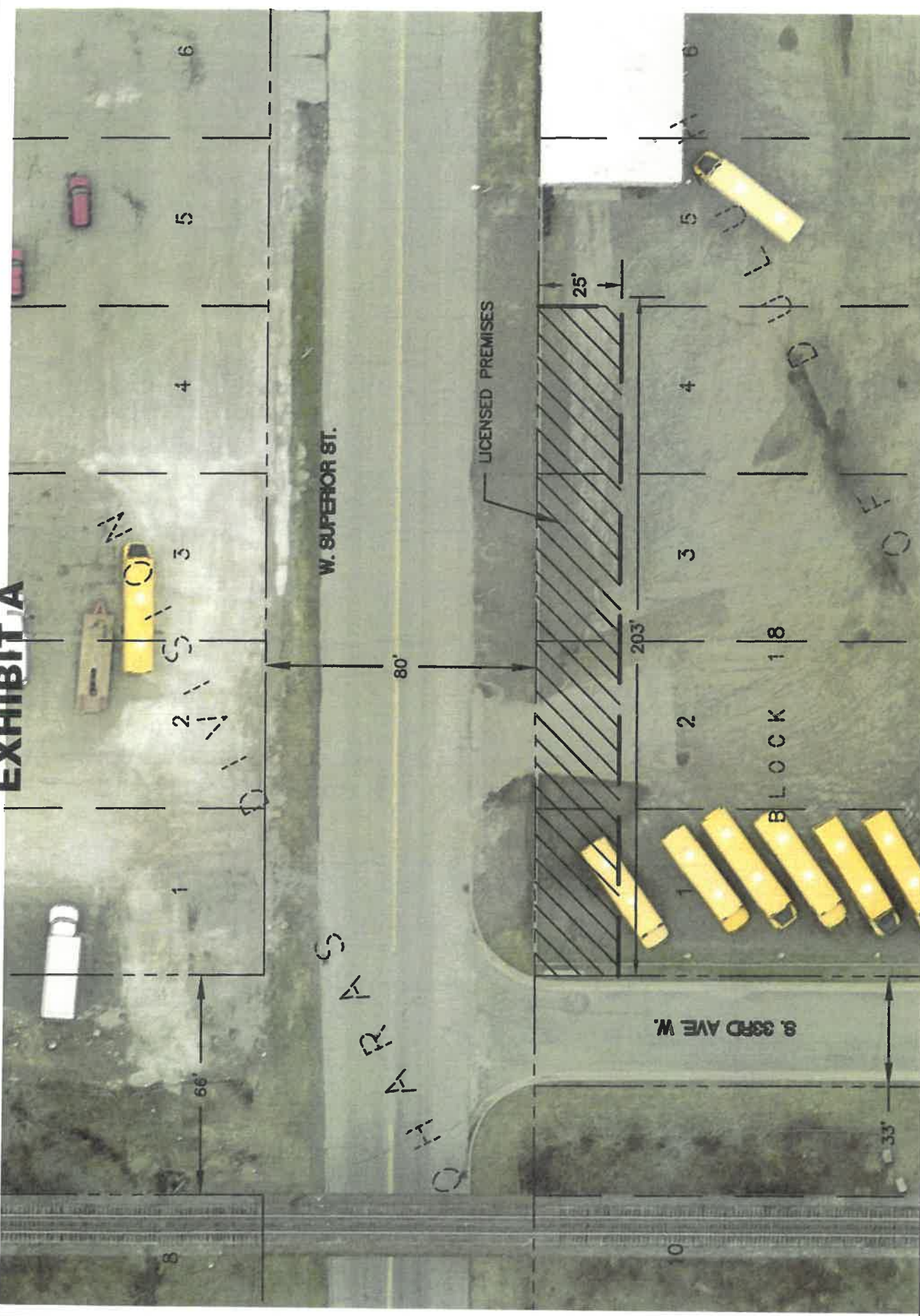
Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A



FILE NO.
DULUT 109680

DATE
06/11/2018

SHEET
1 OF 1

I hereby certify that this street vacation exhibit has been checked and approved this _____ day of _____ 20____.

Signature: _____ City Engineer

Printed Name: _____ Date: _____

**LOT 1 THROUGH 4
BLOCK 18
OHARAS DIVISION OF
DULUTH, MN**

PHONE: 218.279.3000
418 W. SUPERIOR ST
STE 200
DULUTH, MN
55802-1512
www.sehinc.com

SEH

NO.	BY	DATE	REVISIONS

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Signature: _____ Lic. No. 45848

Printed Name: CHRIS A. LARSEN Date: 04/24/18

DRAWN BY: ACO

CHECKED BY: CAL

SURVEYED BY: N/A



Portrait Agreement

Lifetouch ID 35719
 School Year 2019 - 2020
 Type Renewal

ACCOUNT & CONTACT INFORMATION

Account Name	Piedmont Elementary School	Phone	218-336-8950	Enrollment	570
Address	2827 Chambersburg Ave	Fax		Grades	PK-5
City, State Zip	Duluth, MN 55811	District ID	266929		
Contact Title/Role	Name	Phone	Email Address		
Principal	Beth Shermoen	218-336-8950	beth.shermoen@isd709.org		
Secretary	Jodi Keller	218-336-8950	jodi.keller@isd709.org		

PICTURE DAY EVENTS

Event Type	Picture Date(s)	Sell Method	# Photographed	Start Time	End Time	# Cameras	Setup Location	Notes
Spring Individuals (ORIGINAL)	3/27/2020	PrePay	113	8:00 AM	1:00 PM	1	Media Center - Room 122	

Account Services

Parent Notify Enrollment	<input type="checkbox"/>	Parent Notify Contact		Yearbooks	<input type="checkbox"/>
Host Portal Access	<input type="checkbox"/>	Host Portal Primary User Invitation Email		Yearbook Provider	
Host Portal Primary User		Store Front Enrollment	<input type="checkbox"/>	Store Front Contact	
Student IDS	<input type="checkbox"/>	Staff IDS	<input type="checkbox"/>	Barcoded IDs	<input type="checkbox"/>
Punched IDs	<input type="checkbox"/>	SmileSafe Cards	<input type="checkbox"/>	Class Picture	<input type="checkbox"/>

Notes

SPECIAL REQUESTS & PROMOTIONS

Spring Individuals (ORIGINAL)	Incentive method:	Percentage per package	Description:	Spring - 20% Commission less Sales tax from Original Picture Day paid package orders: A-F & CYOP

AGREEMENT TERMS & SIGNATURE

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Account / School Representative	Date Signed:	Lifetouch Representative	Date Printed:
Signature <i>Cathryn E. Olson</i>	1-22-20	Signature	