



ROCK RIDGE PUBLIC SCHOOLS  
1405 PROGRESS PARKWAY  
VIRGINIA MN 55792

**E-G Regular Meeting**  
**Monday, April 13, 2020 at 6:00 PM**  
**Board Room, 801 Jones St., Eveleth, Minnesota 55734**

## AGENDA

1. Call the Meeting to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Student Representative Information.
5. Agenda Additions/Deletions.
6. Visitor Input.
7. Approve Agenda.
8. Approve the Treasurer's Report for the Month of March and the First Check Writing in April. 3
9. CONSENT AGENDA.
  1. Approve Minutes of the Regular Meeting of Monday, March 23, 2020. 21
  2. Approve Study Session Minutes for March 23, 2020. 23
10. ITEMS REMOVED FROM CONSENT AGENDA.
11. PERSONNEL.
  1. None.
12. NEW BUSINESS.
  1. Discussion on Cumulative Records. 24
  2. Resolution #711 Appointing Election Judges. 27
  3. Approve Purchase Agreement of Vacant Buildings. 31
  4. Approve Resolution #712 Accepting Donation. 67
  5. Discussion on Superintendent Contract.
  6. Approve 2019-2021 Principals Contract. 69

7. Discussion on Spring Coaches Salary.

8. Approve 2020-2021 School Calendar.

85

13. OLD BUSINESS

1. None.

14. ADMINISTRATIVE REPORT/INFORMATION.

15. BOARD MEMBER TOPICS.

16. ADJOURNMENT.

INDEPENDENT SCHOOL DISTRICT #2154  
Eveleth-Gilbert Public Schools

Treasurer's Report

4/8/2020

For the Month of March 2020

	Receipts	Disbursements	Payroll
General Fund	908,122.38	364,925.70	698,723.12
Food Service	33,275.55	35,788.14	
Transportation		342,656.61	35,497.40
Community Education	6,461.65	1,402.60	24,337.81
Capital Outlay		11,435.31	
Bldg Construction			
Debt Service			
Trust & Agency			
Channel 12	10,000.00	5,294.58	
Flex Benefit Plan			(1,607.88)
OPEB	1,183.50	1,676.50	
<b>TOTAL</b>	<b>959,043.08</b>	<b>763,179.44</b>	<b>756,950.45</b>

**CHECKING BALANCES**

	AMOUNT
Miners Bank	2,183,950.34
First National Bank of Gilbert	2,064,377.68
<b>TOTAL</b>	<u>4,248,328.02</u>

Payroll Check #0065510-0065543

## Automatic Electronic Transfers Through Bank Checking Account

			<u>Debit</u>	<u>Credit</u>
Date	<u>03/02/20</u>	Whom <u>MN Dept of Revenue</u>	<u>10,441.19</u>	
Date	<u>03/02/20</u>	Whom <u>Educator's Benefit Consultants</u>	<u>12,179.76</u>	
Date	<u>03/03/20</u>	Whom <u>TRA</u>	<u>29,052.89</u>	
Date	<u>03/04/20</u>	Whom <u>State of MN</u>		<u>64.24</u>
Date	<u>03/05/20</u>	Whom <u>Further</u>	<u>107.96</u>	
Date	<u>03/05/20</u>	Whom <u>Further</u>	<u>166.64</u>	
Date	<u>03/10/20</u>	Whom <u>Magic Wrighter</u>	<u>57.00</u>	
Date	<u>03/12/20</u>	Whom <u>Further</u>	<u>15.51</u>	
Date	<u>03/12/20</u>	Whom <u>Further</u>	<u>164.67</u>	
Date	<u>03/13/20</u>	Whom <u>State of MN</u>		<u>433,594.12</u>
Date	<u>03/13/20</u>	Whom <u>Payroll</u>	<u>43,908.21</u>	
Date	<u>03/13/20</u>	Whom <u>Payroll</u>	<u>203,836.15</u>	
Date	<u>03/17/20</u>	Whom <u>MN Dept of Revenue</u>	<u>13,313.45</u>	
Date	<u>03/17/20</u>	Whom <u>PERA</u>	<u>14,181.71</u>	
Date	<u>03/17/20</u>	Whom <u>TRA</u>	<u>31,081.03</u>	
Date	<u>03/17/20</u>	Whom <u>Federal Taxes</u>	<u>82,921.29</u>	



Eveleth-Gilbert ISD #2154  
Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
2154	1	51199	370343	Check	1	05050	BROWN TRANSPORTATION INC	Yes	No	No	USD	03/02/2020	63,353.41
		51200	370344	Check	1	4629	SECTION 7A MSHSL	Yes	No	No	USD	03/02/2020	540.00
		51241	370345	Check	1	3955	ADVANCED AUDIO INC	Yes	No	No	USD	03/04/2020	125.00
		51219	370346	Check	1	24250	APG MEDIA OF MN	Yes	No	No	USD	03/04/2020	529.23
		51201	370347	Check	1	01850	APPLE INC	Yes	No	No	USD	03/04/2020	14,709.00
		51202	370348	Check	1	02450	ARROWHEAD REGIONAL COMPUTIN	Yes	No	No	USD	03/04/2020	101.10
		51231	370349	Check	1	3181	AT & T MOBILITY	Yes	No	No	USD	03/04/2020	75.47
		51203	370350	Check	1	04300	BISS LOCK INC	Yes	No	No	USD	03/04/2020	9.00
		51247	370351	Check	1	4208	CHAD CHRIS	Yes	No	No	USD	03/04/2020	66.45
		51204	370352	Check	1	06681	COLOSIMO PATCHIN KEARNEY	Yes	No	No	USD	03/04/2020	2,260.00
		51205	370353	Check	1	07725	CULLIGAN WATER CONDITIONING	Yes	No	No	USD	03/04/2020	338.00
		51238	370354	Check	1	3781	CW TECHNOLOGY	Yes	No	No	USD	03/04/2020	426.00
		51233	370355	Check	1	3296	EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	03/04/2020	230.80
		51206	370356	Check	1	09950	EDWARDS OIL COMPANY	Yes	No	No	USD	03/04/2020	6,726.49
		51208	370357	Check	1	1198	ENDRESEN SOUND COMPANY	Yes	No	No	USD	03/04/2020	678.00
		51251	370358	Check	1	4626	EVELETH AMBULANCE	Yes	No	No	USD	03/04/2020	600.00
		51207	370359	Check	1	11950	FOLLETT SCHOOL SOLUTIONS INC	Yes	No	No	USD	03/04/2020	5,369.20
		51209	370360	Check	1	13150	GILBERT WATER & LIGHT DEPT	Yes	No	No	USD	03/04/2020	7,359.22
		51210	370361	Check	1	13225	GLASS & DOOR INC	Yes	No	No	USD	03/04/2020	352.00
		51211	370362	Check	1	13750	GRANDE HARDWARE	Yes	No	No	USD	03/04/2020	86.81
		51212	370363	Check	1	14790	HAWKINS INC	Yes	No	No	USD	03/04/2020	234.70
		51225	370364	Check	1	2790	HOMETOWN ELECTRIC OF N MN	Yes	No	No	USD	03/04/2020	419.95
		51235	370365	Check	1	3685	HOMETOWN FOCUS	Yes	No	No	USD	03/04/2020	190.86
		51217	370366	Check	1	2417	J W PEPPER & SON INC	Yes	No	No	USD	03/04/2020	53.75
		51215	370367	Check	1	2062	JAMAR COMPANY	Yes	No	No	USD	03/04/2020	1,772.00
		51236	370368	Check	1	3727	JK MECHANICAL CONTRACTORS INI	Yes	No	No	USD	03/04/2020	7,298.00
		51213	370369	Check	1	18500	JOHNSON CONTROLS INC	Yes	No	No	USD	03/04/2020	733.08
		51250	370370	Check	1	4389	KY INTERPRETING SERVICES	Yes	No	No	USD	03/04/2020	12,810.00
		51216	370371	Check	1	20650	L & M SUPPLY INC	Yes	No	No	USD	03/04/2020	37.43
		51226	370372	Check	1	2965	MARIUCCI VIDEO PRODUCTION INC	Yes	No	No	USD	03/04/2020	3,994.58
		51246	370373	Check	1	4063	MAROLT RICHARD	Yes	No	No	USD	03/04/2020	19.25
		51232	370374	Check	1	3186	MASA	Yes	No	No	USD	03/04/2020	407.00
		51239	370375	Check	1	3812	MENARDS	Yes	No	No	USD	03/04/2020	132.03
		51218	370376	Check	1	24200	MESABI RANGE COLLEGE	Yes	No	No	USD	03/04/2020	94,612.02
		51240	370377	Check	1	3832	METRO SALES INC	Yes	No	No	USD	03/04/2020	454.40
		51252	370378	Check	1	4628	MID STATE TRUCK SERVICE INC	Yes	No	No	USD	03/04/2020	74.38
		51243	370379	Check	1	3998	MN CAREER INFORMATION SYSTEM	Yes	No	No	USD	03/04/2020	1,550.00
		51222	370380	Check	1	2782	MN ENERGY RESOURCES CORP	Yes	No	No	USD	03/04/2020	687.47
		51220	370381	Check	1	25800	MN POWER	Yes	No	No	USD	03/04/2020	13,747.44
		51221	370382	Check	1	27001	NORTHEAST SERVICE COOPERATIV	Yes	No	No	USD	03/04/2020	566.54
		51223	370383	Check	1	27850	NORTHERN MN DENTAL INC	Yes	No	No	USD	03/04/2020	5,876.70

Eveleth-Gilbert ISD #2154  
Check Register by Bank and Check

Batch Co	Bank	Pynt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
2154	1	51248	370384	Check	1	4248	POWER SCHOOL GROUP LLC	Yes	No	No	USD	03/04/2020	316.24
		51227	370385	Check	1	31410	RANGE ASSOC OF MUNICIPALITIES	Yes	No	No	USD	03/04/2020	1,250.00
		51228	370386	Check	1	31415	RANGE AUTO PARTS COMPANY	Yes	No	No	USD	03/04/2020	375.86
		51229	370387	Check	1	31460	RANGE MENTAL HEALTH CENTER IN	Yes	No	No	USD	03/04/2020	2,245.50
		51230	370388	Check	1	31500	RANGE PAPER CORPORATION	Yes	No	No	USD	03/04/2020	2,748.66
		51224	370389	Check	1	2789	REGIONAL CHEM LABS INC	Yes	No	No	USD	03/04/2020	383.98
		51214	370390	Check	1	2057	SHUBAT TRANSPORTATION	Yes	No	No	USD	03/04/2020	1,125.90
		51249	370391	Check	1	4362	SKALKO GREG	Yes	No	No	USD	03/04/2020	80.00
		51234	370392	Check	1	36750	STATE CHEMICAL SOLUTIONS	Yes	No	No	USD	03/04/2020	560.15
		51237	370393	Check	1	37550	SUPER ONE	Yes	No	No	USD	03/04/2020	298.72
		51242	370394	Check	1	39750	UNITED TRUCK BODY	Yes	No	No	USD	03/04/2020	1,380.52
		51244	370395	Check	1	40015	US WATER SERVICES	Yes	No	No	USD	03/04/2020	4,636.10
		51245	370396	Check	1	40390	VIKING ELECTRIC SUPPLY	Yes	No	No	USD	03/04/2020	39.98
		51256	370397	Check	1	4208	CHAD CHRIS	Yes	No	No	USD	03/06/2020	75.00
		51253	370398	Check	1	11415	GRITZMACHER KATHRYN	Yes	No	Yes	USD	03/06/2020	75.00
		51255	370399	Check	1	3777	LARSON CATHERINE	Yes	No	No	USD	03/06/2020	75.00
		51254	370400	Check	1	1593	LIMATTA JEREMY	Yes	No	No	USD	03/06/2020	100.00
		51257	370401	Check	1	4228	MUHICH MARK	Yes	No	No	USD	03/06/2020	75.00
		51258	370402	Check	1	4412	NELSON TUCKER	Yes	No	No	USD	03/06/2020	75.00
		51261	370403	Check	1	4208	CHAD CHRIS	Yes	No	Yes	USD	03/13/2020	75.00
		51260	370404	Check	1	17150	ISD #695	Yes	No	Yes	USD	03/13/2020	168.00
		51259	370405	Check	1	1593	LIMATTA JEREMY	Yes	No	No	USD	03/13/2020	75.00
		51262	370406	Check	1	4228	MUHICH MARK	Yes	No	Yes	USD	03/13/2020	75.00
		51283	370407	Check	1	24250	APG MEDIA OF MN	Yes	No	No	USD	03/18/2020	277.55
		51263	370408	Check	1	01850	APPLE INC	Yes	No	No	USD	03/18/2020	249.99
		51286	370409	Check	1	2941	ARROWHEAD LIBRARY SYSTEM	Yes	No	No	USD	03/18/2020	450.55
		51264	370410	Check	1	02450	ARROWHEAD REGIONAL COMPUTIN	Yes	No	No	USD	03/18/2020	150.00
		51287	370411	Check	1	2961	BLUE CROSS BLUE SHIELD	Yes	No	No	USD	03/18/2020	4,311.00
		51311	370412	Check	1	4047	CAREY JEFF	Yes	No	No	USD	03/18/2020	212.96
		51265	370413	Check	1	05750	CAROLINA BIOLOGICAL SUPPLY	Yes	No	No	USD	03/18/2020	216.67
		51300	370414	Check	1	3674	CENTURY LINK	Yes	No	No	USD	03/18/2020	160.57
		51266	370415	Check	1	06175	CHRISTENSEN PARTS	Yes	No	No	USD	03/18/2020	27.01
		51267	370416	Check	1	06681	COLOSIMO PATCHIN KEARNEY	Yes	No	No	USD	03/18/2020	2,125.75
		51268	370417	Check	1	06750	COMMERCIAL REFRIGERATION SYS	Yes	No	No	USD	03/18/2020	983.40
		51327	370418	Check	1	4624	CONCORD THEATRICALS	Yes	No	No	USD	03/18/2020	484.40
		51321	370419	Check	1	4474	CONINENTAL CLAY COMPANY	Yes	No	No	USD	03/18/2020	1,024.16
		51316	370420	Check	1	4318	EDUCATION INNOVATION PARTNER:	Yes	No	No	USD	03/18/2020	209.67

Eveleth-Gilbert ISD #2154  
Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
2154	1	51314	370421	Check	1	4292		EMC INSURANCE COMPANIES	Yes	No	No	USD	03/18/2020	14,355.78
		51270	370422	Check	1	1198		ENDRESEN SOUND COMPANY	Yes	No	No	USD	03/18/2020	961.75
		51329	370423	Check	1	4631		ESSENTIA HEALTH MEDICAL EQUIP	Yes	No	No	USD	03/18/2020	222.00
		51269	370424	Check	1	11025		EVELETH PUBLIC UTILITIES	Yes	No	No	USD	03/18/2020	2,808.80
		51273	370425	Check	1	1248		F & D MEATS	Yes	No	No	USD	03/18/2020	55.52
		51295	370426	Check	1	3213		FREY SCIENTIFIC	Yes	No	No	USD	03/18/2020	76.10
		51319	370427	Check	1	4428		FURTHER	Yes	No	No	USD	03/18/2020	110.15
		51274	370428	Check	1	13750		GRANDE HARDWARE	Yes	No	No	USD	03/18/2020	118.45
		51330	370429	Check	1	4632		HARRIS JENNIFER	Yes	No	No	USD	03/18/2020	125.00
		51271	370430	Check	1	1199		HEISEL BROTHERS INC	Yes	No	No	USD	03/18/2020	41.12
		51272	370431	Check	1	1224		HENDRICKSON LARRY	Yes	No	No	USD	03/18/2020	1,960.00
		51285	370432	Check	1	2790		HOMETOWN ELECTRIC OF N MN	Yes	No	No	USD	03/18/2020	51.50
		51301	370433	Check	1	3685		HOMETOWN FOCUS	Yes	No	No	USD	03/18/2020	39.00
		51276	370434	Check	1	15951		INAC INC	Yes	No	No	USD	03/18/2020	35,788.14
		51324	370435	Check	1	4571		INFINITY ONLINE	Yes	No	No	USD	03/18/2020	6,375.00
		51282	370436	Check	1	2413		ISD #6076 NLC	Yes	No	No	USD	03/18/2020	4,070.07
		51278	370437	Check	1	17650		ISD #704	Yes	No	No	USD	03/18/2020	3,186.00
		51323	370438	Check	1	4513		KRALICH JESSICA	Yes	No	No	USD	03/18/2020	165.00
		51318	370439	Check	1	4389		KY INTERPRETING SERVICES	Yes	No	No	USD	03/18/2020	10,955.00
		51280	370440	Check	1	20650		L & M SUPPLY INC	Yes	No	No	USD	03/18/2020	30.38
		51275	370441	Check	1	1593		LIIMATTA JEREMY	Yes	No	No	USD	03/18/2020	72.70
		51326	370442	Check	1	4620		LVC COMPANIES	Yes	No	No	USD	03/18/2020	80.40
		51288	370443	Check	1	2965		MARIUCCI VIDEO PRODUCTION INC	Yes	No	No	USD	03/18/2020	1,950.00
		51313	370444	Check	1	4176		MEDICO	Yes	No	No	USD	03/18/2020	141.46
		51306	370445	Check	1	3832		METRO SALES INC	Yes	No	No	USD	03/18/2020	1,247.15
		51284	370446	Check	1	2782		MN ENERGY RESOURCES CORP	Yes	No	No	USD	03/18/2020	34,587.92
		51308	370447	Check	1	3932		MN PEIP	Yes	No	No	USD	03/18/2020	70,935.76
		51292	370448	Check	1	3060		MN TELECOMMUNICATIONS	Yes	No	No	USD	03/18/2020	742.50
		51303	370449	Check	1	3778		MOTION INDUSTRIES	Yes	No	No	USD	03/18/2020	78.75
		51312	370450	Check	1	4169		NATIONAL INSURANCE SERVICES O	Yes	No	No	USD	03/18/2020	3,409.75
		51277	370451	Check	1	1667		NCS PEARSON INC	Yes	No	No	USD	03/18/2020	779.80
		51305	370452	Check	1	3827		NEXTERA COMMUNICATIONS	Yes	No	No	USD	03/18/2020	679.62
		51299	370453	Check	1	3621		NORTHERN BUSINESS PRODUCTS I	Yes	No	No	USD	03/18/2020	281.90
		51315	370454	Check	1	4310		PALOS SPORTS	Yes	No	No	USD	03/18/2020	259.93
		51281	370455	Check	1	2122		PHONAK LLC	Yes	No	No	USD	03/18/2020	6,649.07
		51317	370456	Check	1	4359		PILLSBURY CHARLES	Yes	No	No	USD	03/18/2020	35.38
		51291	370457	Check	1	30412		PRAXAIR DISTRIBUTION INC	Yes	No	No	USD	03/18/2020	159.80
		51290	370458	Check	1	3037		PROVANTAGE	Yes	No	No	USD	03/18/2020	147.55
		51293	370459	Check	1	31500		RANGE PAPER CORPORATION	Yes	No	No	USD	03/18/2020	51.51
		51309	370460	Check	1	3934		RANGE PRINT SHOP	Yes	No	No	USD	03/18/2020	125.00
		51294	370461	Check	1	31750		RAPID RIBBONS	Yes	No	No	USD	03/18/2020	382.77

Eveleth-Gilbert ISD #2154  
Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
2154	1	51320	370462	Check	4444		RATWIK ROSZAK & MALONEY	Yes	No	No	USD	03/18/2020	691.50
		51328	370463	Check	4630		RIDGEWATER COLLEGE	Yes	No	No	USD	03/18/2020	2,500.00
		51325	370464	Check	4579		RIVERSIDE INSIGHTS	Yes	No	No	USD	03/18/2020	104.48
		51296	370465	Check	33450		SCHMITT MUSIC CENTER	Yes	No	No	USD	03/18/2020	221.23
		51289	370466	Check	3024		SCHOLASTIC	Yes	No	No	USD	03/18/2020	29.99
		51297	370467	Check	33651		SCHOOL SPECIALTY INC	Yes	No	No	USD	03/18/2020	39.72
		51322	370468	Check	4481		SHI	Yes	No	No	USD	03/18/2020	437.50
		51279	370469	Check	2057		SHUBAT TRANSPORTATION	Yes	No	No	USD	03/18/2020	2,470.59
		51298	370470	Check	3519		SOUTHPAW ENTERPRISES INC	Yes	No	No	USD	03/18/2020	227.94
		51310	370471	Check	4014		SPEECH WIRE TOURNAMENT SERV	Yes	No	No	USD	03/18/2020	200.00
		51304	370472	Check	3800		STEVE WEISS MUSIC	Yes	No	No	USD	03/18/2020	505.35
		51302	370473	Check	37550		SUPER ONE	Yes	No	No	USD	03/18/2020	564.53
		51307	370474	Check	39250		TRAINING ROOM INC	Yes	No	No	USD	03/18/2020	92.80
		51331	370475	Check	39750		UNITED TRUCK BODY	Yes	No	No	USD	03/26/2020	213,753.68
		51332	370476	Check	05050		BROWN TRANSPORTATION INC	Yes	No	No	USD	03/31/2020	52,703.72
		51333	370477	Check	25800		MN POWER	Yes	No	No	USD	03/31/2020	7,935.88
Bank Total: 1												\$763,179.44	
Report Total:												\$763,179.44	

INDEPENDENT SCHOOL DISTRICT #2154  
Eveleth-Gilbert Public Schools

Treasurer's Report

For the Month of April 2020  
Check Writing

4/8/2020

	Receipts	Disbursements	Payroll
General Fund		45,392.76	
Food Service			
Transportation		1,862.86	
Community Education		6,648.10	
Capital Outlay		1,935.13	
Bldg Construction		80,559.26	
Debt Service			
Trust & Agency			
Channel 12			
Flex Benefit Plan			
OPEB		2,728.80	
TOTAL		139,126.91	

Eveleth-Gilbert ISD #2154  
Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
2154	1	51346	370478	Check	1	24250	APG MEDIA OF MN	Yes	No	No	USD	04/08/2020	72.00
		51350	370479	Check	1	2941	ARROWHEAD LIBRARY SYSTEM	Yes	No	No	USD	04/08/2020	450.55
		51356	370480	Check	1	3181	AT & T MOBILITY	Yes	No	No	USD	04/08/2020	76.56
		51352	370481	Check	1	2961	BLUE CROSS BLUE SHIELD	Yes	No	No	USD	04/08/2020	3,592.50
		51360	370482	Check	1	3674	CENTURY LINK	Yes	No	No	USD	04/08/2020	160.57
		51334	370483	Check	1	06175	CHRISTENSEN PARTS	Yes	No	No	USD	04/08/2020	31.51
		51335	370484	Check	1	06681	COLOSIMO PATCHIN KEARNEY	Yes	No	No	USD	04/08/2020	4,870.50
		51336	370485	Check	1	07725	CULLIGAN WATER CONDITIONING	Yes	No	No	USD	04/08/2020	39.00
		51364	370486	Check	1	3781	CW TECHNOLOGY	Yes	No	No	USD	04/08/2020	400.00
		51370	370487	Check	1	4318	EDUCATION INNOVATION PARTNER	Yes	No	No	USD	04/08/2020	209.67
		51357	370488	Check	1	3296	EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	04/08/2020	230.80
		51337	370489	Check	1	09410	EFGSD JOINT POWERS RECREATIO	Yes	No	No	USD	04/08/2020	6,200.00
		51338	370490	Check	1	11025	EVELETH PUBLIC UTILITIES	Yes	No	No	USD	04/08/2020	3,754.05
		51371	370491	Check	1	4348	EZSCREEN FIX	Yes	No	No	USD	04/08/2020	813.00
		51351	370492	Check	1	2953	FIRST BOOK	Yes	No	No	USD	04/08/2020	448.10
		51340	370493	Check	1	11950	FOLLETT SCHOOL SOLUTIONS INC	Yes	No	No	USD	04/08/2020	66.81
		51341	370494	Check	1	13150	GILBERT WATER & LIGHT DEPT	Yes	No	No	USD	04/08/2020	7,494.99
		51342	370495	Check	1	13750	GRANDE HARDWARE	Yes	No	No	USD	04/08/2020	80.08
		51361	370496	Check	1	3685	HOMETOWN FOCUS	Yes	No	No	USD	04/08/2020	103.13
		51373	370497	Check	1	4519	IRON RANGERS ARTS	Yes	No	No	USD	04/08/2020	90.00
		51345	370498	Check	1	2417	J W PEPPER & SON INC	Yes	No	No	USD	04/08/2020	90.98
		51362	370499	Check	1	3727	JK MECHANICAL CONTRACTORS INI	Yes	No	No	USD	04/08/2020	1,341.23
		51374	370500	Check	1	4634	KRAUS ANDERSON	Yes	No	No	USD	04/08/2020	80,559.26
		51372	370501	Check	1	4389	KY INTERPRETING SERVICES	Yes	No	No	USD	04/08/2020	9,240.00
		51344	370502	Check	1	22300	MACNEIL ENVIRONMENTAL INC	Yes	No	No	USD	04/08/2020	59.50
		51353	370503	Check	1	2983	MEDICAREBLUE RX	Yes	No	No	USD	04/08/2020	2,447.30
		51365	370504	Check	1	3832	METRO SALES INC	Yes	No	No	USD	04/08/2020	957.29
		51348	370505	Check	1	2782	MN ENERGY RESOURCES CORP	Yes	No	No	USD	04/08/2020	532.80
		51347	370506	Check	1	25800	MN POWER	Yes	No	No	USD	04/08/2020	5,025.28
		51358	370507	Check	1	3621	NORTHERN BUSINESS PRODUCTS I	Yes	No	No	USD	04/08/2020	80.97
		51349	370508	Check	1	27850	NORTHERN MN DENTAL INC	Yes	No	No	USD	04/08/2020	5,654.20
		51339	370509	Check	1	1178	NORTHERN STAR FOOD EQUIPMEN	Yes	No	No	USD	04/08/2020	194.00
		51354	370510	Check	1	31415	RANGE AUTO PARTS COMPANY	Yes	No	No	USD	04/08/2020	315.86
		51355	370511	Check	1	31500	RANGE PAPER CORPORATION	Yes	No	No	USD	04/08/2020	1,048.37
		51366	370512	Check	1	3934	RANGE PRINT SHOP	Yes	No	No	USD	04/08/2020	175.00
		51343	370513	Check	1	2057	SHUBAT TRANSPORTATION	Yes	No	No	USD	04/08/2020	365.76
		51359	370514	Check	1	36500	ST LOUIS COUNTY AUDITOR	Yes	No	No	USD	04/08/2020	264.58
		51363	370515	Check	1	37550	SUPER ONE	Yes	No	No	USD	04/08/2020	108.47
		51367	370516	Check	1	39350	TRIMARK INDUSTRIAL	Yes	No	No	USD	04/08/2020	718.80
		51368	370517	Check	1	39750	UNITED TRUCK BODY	Yes	No	No	USD	04/08/2020	412.91
		51369	370518	Check	1	40390	VIKING ELECTRIC SUPPLY	Yes	No	No	USD	04/08/2020	338.00

### Eveleth-Gilbert ISD #2154 Check Register by Bank and Check

Batch Co	Bank	Pynt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Date	Amount
2154	1	51375	370519	Check	1	4636	WIIIRRE DEBBIE	Yes	No	No	USD	04/08/2020	12.53
Bank Total: 1													\$139,126.91
Report Total:													\$139,126.91

# Eveleth-Gilbert ISD #2154 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2154	1	370478	24250	E 01	005 105 000 000 380	APG MEDIA OF MN	Check
		PO#: 9546	Voucher #:	84703	Invoice	Invoice No: 03208000596	Paid Amt: \$26.85
				E 01	005 105 000 000 380	Want Ad for Junior High Track Coach Boys an	
		PO#: 9587	Voucher #:	84704	Invoice	Invoice No: 03208000596	Paid Amt: \$45.15
				E 01	005 105 000 000 380	Want Ad for Junior High Boys Golf Coach Ad #	
						4/8/2020	Check Amount: \$72.00
2154	1	370479	2941	E 01	101 605 000 000 434	ARROWHEAD LIBRARY SYSTEM	Check
				E 01	100 605 000 000 434	2019-20 AUTOMATION COST	\$162.20
				E 01	301 605 000 000 434	2019-20 AUTOMATION COST	\$76.59
				E 01	301 605 000 000 434	2019-20 AUTOMATION COST	\$76.59
				E 01	101 605 000 000 434	2019-20 AUTOMATION COST	\$0.01
				E 01	302 605 000 000 434	2019-20 AUTOMATION COST	\$135.16
		PO#: 8712	Voucher #:	84670	Invoice	Invoice No: 00007304	Paid Amt: \$450.55
						4/8/2020	Check Amount: \$450.55
2154	1	370480	3181	E 01	005 105 000 000 320	AT & T MOBILITY	Check
				E 01	005 105 000 000 320	CELL PHONE	\$76.56
		PO#: 84676	Voucher #:	84676	Invoice	Invoice No: 20MARCH	Paid Amt: \$76.56
						4/8/2020	Check Amount: \$76.56
2154	1	370481	2961	E 45	005 935 000 000 220	BLUE CROSS BLUE SHIELD	Check
				E 01	100 203 000 796 291	INSURANCE	\$1,676.50
				E 01	301 211 000 796 291	INSURANCE	\$718.50
				E 01	301 211 000 796 291	INSURANCE	\$1,197.50
		PO#: 84706	Voucher #:	84706	Invoice	Invoice No: 200402445309	Paid Amt: \$3,592.50
						4/8/2020	Check Amount: \$3,592.50
2154	1	370482	3674	E 01	005 605 000 311 320	CENTURY LINK	Check
				E 01	005 605 000 311 320	PHONE	\$80.22
		PO#: 84684	Voucher #:	84684	Invoice	Invoice No: 20APRIL	Paid Amt: \$80.22
				E 01	005 605 000 311 320	PHONE	\$80.35
		PO#: 84685	Voucher #:	84685	Invoice	Invoice No: 20APRIL	Paid Amt: \$80.35
						4/8/2020	Check Amount: \$160.57
2154	1	370483	06175	E 03	005 760 000 720 401	CHRISTENSEN PARTS	Check
				E 03	005 760 000 720 401	hose clamp	\$6.99
				E 03	005 760 000 720 401	cble ties	\$6.58
				E 03	005 760 000 720 401	Marker for plow truck	\$17.94
		PO#: 9669	Voucher #:	84647	Invoice	Invoice No: 417669	Paid Amt: \$31.51
						4/8/2020	Check Amount: \$31.51





**Eveleth-Gilbert ISD #2154**  
**Detail Payment Register By Check**

Co	Bank	Check No	Code	Red	Vendor	Pmt/Void Date	Pmt Type
2154	1	370496	3685		HOMETOWN FOCUS		Check
				E 01	005 199 000 000 380	Vote Early 3 X 5.5	
		PO#: 9678	Voucher #:	84709	Invoice	Invoice No: 30411-1	Paid Amt: \$103.13
							Check Amount: \$103.13
2154	1	370497	4519		IRON RANGER ARTS		Check
				E 01	301 259 059 000 350	1/4 size cello repairs invoice #000146	
		PO#: 9675	Voucher #:	84664	Invoice	Invoice No: 000146	Paid Amt: \$40.00
				E 01	301 259 059 000 350	1/2 cello repairs invoice #000148	\$50.00
		PO#: 9675	Voucher #:	84665	Invoice	Invoice No: 000148	Paid Amt: \$50.00
							Check Amount: \$90.00
2154	1	370498	2417		J W PEPPER & SON INC		Check
				E 01	101 258 000 000 430	10697579 Rock Around the 50s Pack Score, 2	\$79.99
		PO#: 9543	Voucher #:	84697	Invoice	Invoice No: 293115876	Paid Amt: \$90.98
				E 01	101 258 000 000 430	Freight	\$10.99
							Check Amount: \$90.98
2154	1	370499	3727		JK MECHANICAL CONTRACTORS INC		Check
				E 05	302 865 000 381 350	repaired steam leak and condensate leak	\$1,341.23
		PO#: 9664	Voucher #:	84652	Invoice	Invoice No: 0003775-JN	Paid Amt: \$1,341.23
							Check Amount: \$1,341.23
2154	1	370500	4634		KRAUS ANDERSON		Check
				E 06	005 870 000 000 305	CONSTRUCTION MGMT NEW ELEMENTAR	\$59,484.93
		PO#: 9680	Voucher #:	84707	Invoice	Invoice No: 39816	Paid Amt: \$59,484.93
				E 06	005 870 000 000 305	CONSTRUCTION MGMT NEW ELEMENTAR	\$21,074.33
		PO#: 9679	Voucher #:	84708	Invoice	Invoice No: 40241	Paid Amt: \$21,074.33
							Check Amount: \$80,559.26
2154	1	370501	4389		KY INTERPRETING SERVICES		Check
				E 01	100 405 000 740 356	INTERPRETING SERVICES	\$9,240.00
		PO#: 9679	Voucher #:	84679	Invoice	Invoice No: 2258	Paid Amt: \$9,240.00
							Check Amount: \$9,240.00
2154	1	370502	22300		MACNEIL ENVIRONMENTAL INC		Check
				E 01	302 810 000 000 401	sample analysis	\$32.00
				E 01	302 810 000 000 401	sample collectio	\$27.50
		PO#: 9659	Voucher #:	84657	Invoice	Invoice No: 7178	Paid Amt: \$59.50
							Check Amount: \$59.50
2154	1	370503	2983		MEDICAREBLUE RX		Check
				E 45	005 935 000 000 220	INSURANCE	\$1,052.30
				E 01	005 810 000 796 291	INSURANCE	\$310.00
				E 01	100 203 000 796 291	INSURANCE	\$310.00



**Eveleth-Gilbert ISD #2154**  
**Detail Payment Register By Check**

Co	Bank	Check No	Code	Red	Vendor	Pmt/Void Date	Pmt Type
2154	1	370509	1178		NORTHERN STAR FOOD EQUIPMENT SALES & SERVICE		Check
				E 01	101 810 000 000 401	found element bad replaced	\$51.50
				E 01	101 810 000 000 401	Factory Shipping	\$15.00
				E 04	101 810 000 000 401	Labor	\$42.50
				E 01	101 810 000 000 401	Travel time	\$85.00
		PO#: 9646	Voucher #: 84669	Invoice	Invoice No: 2244	4/8/2020	Paid Amt: \$194.00
							Check Amount: \$194.00
2154	1	370510	31415		RANGE AUTO PARTS COMPANY		Check
				E 03	005 760 006 720 401	Def Fluid	\$29.98
				E 03	005 760 015 720 401	DEF fluid	\$29.98
		PO#: 9668	Voucher #: 84648	Invoice	Invoice No: 13450	4/8/2020	Paid Amt: \$59.96
				E 05	301 865 000 370 350	Bateres Gilbert scrubber	\$255.90
		PO#: 9667	Voucher #: 84649	Invoice	Invoice No: 13481	4/8/2020	Paid Amt: \$255.90
							Check Amount: \$315.86
2154	1	370511	31500		RANGE PAPER CORPORATION		Check
				E 01	301 810 000 000 401	Blue towel	\$130.80
				E 01	301 810 000 000 401	DMQ	\$45.93
		PO#: 9666	Voucher #: 84650	Invoice	Invoice No: 67280	4/8/2020	Paid Amt: \$176.73
				E 01	101 810 000 000 401	Vac Bags	\$76.55
				E 01	101 810 000 000 401	Vac Bags	\$76.55
				E 01	101 810 000 000 401	Vac Bags	\$76.55
		PO#: 9665	Voucher #: 84651	Invoice	Invoice No: 71606	4/8/2020	Paid Amt: \$229.65
				E 01	101 810 000 000 401	Blue towel	\$130.80
				E 01	101 810 000 000 401	Disinfectant 4/gallons	\$59.98
				E 01	101 810 000 000 401	spray bottles	\$12.88
		PO#: 9649	Voucher #: 84667	Invoice	Invoice No: 64647	4/8/2020	Paid Amt: \$203.66
				E 01	101 810 000 000 401	Blue towel	\$392.40
				E 01	101 810 000 000 401	DMQ disinfectant	\$45.93
		PO#: 9648	Voucher #: 84668	Invoice	Invoice No: 67279	4/8/2020	Paid Amt: \$438.33
							Check Amount: \$1,048.37
2154	1	370512	3934		RANGE PRINT SHOP		Check
				E 01	005 199 000 000 401	7 Boxes of Envelopes with Return Address for	\$175.00
		PO#: 9672	Voucher #: 84671	Invoice	Invoice No: 1650	4/8/2020	Paid Amt: \$175.00
							Check Amount: \$175.00
2154	1	370513	2057		SHUBAT TRANSPORTATION		Check
				E 01	302 294 111 000 366	BBB	\$365.76
		PO#: 9677	Voucher #: 84677	Invoice	Invoice No: 12761	4/8/2020	Paid Amt: \$365.76
							Check Amount: \$365.76

**Eveleth-Gilbert ISD #2154**  
**Detail Payment Register By Check**

Co	Bank	Check No	Code	Red	Vendor	Pmt/Void Date	Pmt Type
2154	1	370514	36500		ST LOUIS COUNTY AUDITOR		Check
				E 01	005 110 000 000 896	PROPERTY TAX	\$246.58
				E 01	005 110 000 000 896	PROPERTY TAX	\$18.00
							<b>Paid Amt: \$246.58</b>
							<b>Paid Amt: \$18.00</b>
							<b>Check Amount: \$264.58</b>
2154	1	370515	37550		SUPER ONE		Check
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$35.95
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$72.52
							<b>Paid Amt: \$35.95</b>
							<b>Paid Amt: \$72.52</b>
							<b>Check Amount: \$108.47</b>
2154	1	370516	39350		TRIMARK INDUSTRIAL		Check
				E 01	101 810 000 000 401	medium nitrile gloves	\$239.60
				E 01	301 810 000 000 401	Large nitrile gloves	\$239.60
				E 01	302 810 000 000 401	Xl nitrile gloves	\$239.60
							<b>Paid Amt: \$718.80</b>
							<b>Check Amount: \$718.80</b>
2154	1	370517	39750		UNITED TRUCK BODY		Check
				E 03	005 760 006 720 401	new bracket for fan clutch	\$151.08
				E 03	005 760 006 720 401	freight	\$8.50
							<b>Paid Amt: \$159.58</b>
							<b>Paid Amt: \$74.70</b>
							<b>Check Amount: \$234.28</b>
							<b>Paid Amt: \$74.70</b>
							<b>Check Amount: \$234.28</b>
							<b>Paid Amt: \$65.14</b>
							<b>Check Amount: \$8.50</b>
							<b>Paid Amt: \$96.49</b>
							<b>Check Amount: \$8.50</b>
							<b>Paid Amt: \$104.99</b>
							<b>Check Amount: \$412.91</b>
2154	1	370518	40390		VIKING ELECTRIC SUPPLY		Check
				E 05	302 865 000 380 350	1HP motor	\$338.00
							<b>Paid Amt: \$338.00</b>
							<b>Check Amount: \$338.00</b>

# Eveleth-Gilbert ISD #2154 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2154	1	370519	4636		WIIRRE DEBBIE		Check
				E 01	005 199 000 000 401		
					ELECTION SUPPLIES		
						4/8/2020	\$12.53
							Paid Amt: \$12.53
							Check Amount: \$12.53
							Report Total: \$139,126.91

## Regular Meeting Minutes March 23, 2020

The Regular Meeting of the Board of Education of I.S.D. #2154, Eveleth-Gilbert Public Schools, was held on Monday, March 23, 2020, in the Board Room. The meeting was called to order by Chair Bill Addy at 6:04 p.m.

Present: Directors Addy, Lautigar, Gentilini, Sjoberg, Sorcan, Sather (via telepresence). Absent: Director Uhan. Also present: Superintendent Jeff Carey, Angie Williams (via telepresence), Todd Griepentrog (via telepresence), and Margaret Skelton, School Attorney (via telepresence). All votes will be taken by roll call.

Student Representative Information: None.

Agenda Additions/Deletions:

- Add 12.5 Resolution Appointing Absentee Ballot Board Members.
- Add 13.1 Board Committee Appointments.
- Add 13.2 Update on Meet and Confer.

Visitor Input: None

Motion: Sjoberg, Support: Lautigar, to approve the Agenda as amended above. Upon roll call, the vote was as follows: Ayes: Directors Sjoberg, Lautigar, Sather, Addy, Sorcan, Gentilini. Nayes: None. Absent: Director Uhan. Motion carried. 6 yes/1 absent.

Motion: Gentilini, Support: Addy, to approve the Treasurer's Report for the Second Check Writing in March, with disbursements of \$223,262.79. Discussion was held regarding using Eveleth IGA instead of SuperOne to keep our business local. Upon roll call, the vote was as follows: Ayes: Directors Gentilini, Sorcan, Addy, Sather, Lautigar, Sjoberg. Nayes: None. Absent: Director Uhan. Motion carried. 6 yes/1 absent.

Motion: Lautigar, Support: Sather, to approve the Consent Agenda as amended with item "C" removed for further discussion and possible action. Director Sorcan discussed the Spring Coaching Assignments that were approved at the March 9, 2020, reminding Administration that an asterisk will need to be placed next to new coaches for Board review. Upon roll call, the vote was as follows: Ayes: Directors Addy, Gentilini, Sorcan, Sather, Lautigar, Sjoberg. Nayes: None. Absent: Director Uhan. Motion carried. 6 yes/1 absent.

Motion: Sjoberg, Support: Addy, to remove Brian Mayry and add Spencer Aune as the signer for safety deposit box, imprest account, on-line banking, High School, and Franklin Activity Account. Discussion was held. Upon roll call, the vote was as follows: Ayes: Directors Addy, Gentilini, Sorcan, Sather, Lautigar, Sjoberg. Nayes: None. Absent: Director Uhan. Motion carried. 6 yes/1 absent.

A. Approved Minutes of the Regular Meeting of Monday, March 9, 2020.

B. Approved Study Session Minutes for March 9, 2020.

C. Approved Removing Brian Mayry and adding Spencer Aune as the Signer for Safety Deposit Box, Imprest Account, On-line Banking, High School and Franklin Activity Accounts.

PERSONNEL

None.

NEW BUSINESS

A discussion was held regarding the digitizing of cumulative records. Superintendent Carey said that the Board will have to decide in the next few years, as there really is no room to store them in the new schools. There is a fact sheet of what needs to be kept. Anytime a school does this the Historical Society will need to be contacted.

Superintendent Carey updated the Board on Distance Learning. Schoology is the app that we will be using for Distance Learning. It can also handle digital work flow. Teachers may work from home. They have the capability to do live lessons with their students.

Superintendent Carey gave an update on Coronavirus prevention. He reported that everything in all the buildings has been sanitized down to each crayon. We are practicing social distancing. Teachers will be working from home. We have three students without internet at home. There is an internet hotspot in the High School

## Regular Meeting Minutes

March 23, 2020

parking lot that students may use. Upcoming meetings may be done via telepresence, such as Zoom.

Motion: Lautigar, Support: Addy, to approve Resolution #710 Intent Regarding Superintendency.

Motion amended by Director Sorcan, Support: Gentilini, to remove the Board intends to offer a Superintendent Contract to Dr. Noel Schmidt. The Board held a discussion regarding why this needs to happen at this time.

Upon roll call, the vote was as follows: Ayes: Directors Sorcan and Gentilini. Nays: Directors Sather, Sjoberg, Lautigar, Addy. Absent: Director Uhan. Motion failed. 2 yes/4 no/1 absent.

Motion: Lautigar, Support: Addy, to approve Resolution #710 Intent Regarding Superintendency. Upon roll call, the vote was as follows: Ayes: Directors Lautigar, Sather, Addy, Sjoberg. Nays: Directors Sorcan and Gentilini. Absent: Director Uhan. Motion carried. 4 yes/2 no/1 absent.

Motion: Lautigar, Support: Sjoberg, to approve Resolution #711 Relating to Approving the Absentee Ballot Board Members for the May 12, 2020 School District Election. The Board held a discussion. Upon roll call, the vote was as follows: Ayes: Directors Gentilini, Sorcan, Addy, Lautigar, Sjoberg. Nays: None. Abstain: Director Sather. Absent: Director Uhan. Motion carried. 5 yes/1 abstain/1 absent.

### OLD BUSINESS

13.1 Update on Board Committee Appointments. Superintendent Carey has sent this out to Board members to sign up for committees.

13.2 Update on Meet and Confer. Superintendent Carey said this is in the works. Currently meeting everyday.

### ADMINISTRATIVE REPORT/INFORMATION

None.

### BOARD MEMBER TOPICS

Director Lautigar wanted to thank everyone that has worked so hard on figuring out the distance learning. She also wanted to thank those that are actively practicing social distancing. Director Sather also wanted to give a huge thank you to everyone on getting anything and everything done that needed to be during the pandemic. Director Sorcan would like a copy of the Ehlers Report on our website. Director Gentilini would like something in writing from Kraus-Anderson on who will be responsible in 3-5 years if we start having problems with the new buildings and their construction

### ADJOURNMENT

Motion: Gentilini, Support: Lautigar, to adjourn the meeting at 7:10 p.m. Motion carried.

The Joint Powers Board Meeting will be on Monday, March 30, 2020 at 6:00 p.m. at the Eveleth-Gilbert Board Room. The meeting will be conducted via teleconference and will be videotaped. Due to current community health concerns, no public will be allowed in the meeting. The entire teleconference will be later posted on both district's websites for the public to watch/listen.

---

Bill Addy, Chair

---

Kelly Sather, Clerk

**Study Session Minutes**  
**March 23, 2020**

A Study Session of the Board of Education of I.S.D. #2154, Eveleth-Gilbert Public Schools, was held on Monday, March 23, 2020, at 4:30 p.m., in the Board Room. The meeting was called to order at 4:30 p.m.

Present: Directors Addy, Sjoberg, Lautigar, Sorcan, Gentilini, Sather (via telepresence). Absent: Director Uhan. Also present: Superintendent Carey, Todd Griepentrog (via telepresence), and Angie Williams (via telepresence), Margaret Skelton, School Attorney (via telepresence).

The Board held a discussion on the Superintendent and Construction Liaison Contract. Handouts were presented by Brandi Lautigar from the Ad Hoc Committee Meeting. These handouts included a Superintendent Contract, Construction Liaison Contract, Director of Buildings/Grounds/Maintenance and Construction Liaison Contract, Minutes from the March 16, 2020 Ad Hoc Committee Meeting, and a Superintendent Compensation Region II spreadsheet.

Concerns were discussed about the potential Superintendent and Construction Liaison contracts. Both the Superintendent and the Construction Liaison contracts will be taken back to the Ad Hoc Committee for further discussion.

The meeting adjourned at 5:53 p.m.

---

Bill Addy, Chair

---

Kelly Sather, Clerk

## **Frequently Asked Questions**

### **Student Cumulative Records FAQ Sheet**

All student records maintained within the student cumulative file may be reviewed by legal guardians, upon request. If applicable, copies of the documents may be provided.

#### **What is kept in a student cumulative file throughout K-12 education?**

This information is school building determined, but must include the following:

- Standardized Testing Records
- Form indicating Title, Special Education, or 504 Services or Dismissal
- Year End Report Cards
- Record of Access or Transfer Log
- Preschool Screening
- Student Accident Reports
- Yearly Attendance Summaries

Note: A permanent cumulative card is required upon transfer or graduation. The card must include yearly attendance summaries. This card can be maintained in a separate file or within the cumulative file while enrolled with the district.

#### **How are Health related documents maintained?**

The nursing office will maintain health documents for all K-12 students. The entire file will be kept for a period of six (6) years. Beyond that point, the health file will be destroyed.

#### **How are Special Education or 504 Plan documents maintained?**

The entire special education or 504 Plan is kept in tact for a period of six (6) years. Beyond that point, a copy of the most recent IEP, Evaluation, and/or 504 plan are the only documents retained in the permanent cumulative file.

#### **What should be done when a student is dismissed from all special education or 504 services?**

When a student is dismissed from all special education or 504 services, record the date of dismissal on the special education or 504 folder. Write "Dismissed" across the top of the folder with marker.

Maintain the special education or 504 portion of the cumulative file at the building for three years *or* until the student has moved to the next school level. Prior to transfer to the new school within the district, a copy of the most recent IEP, Evaluation, and/or 504 Plan will be placed in the cumulative file with a note of dismissal on each form. The subsequent documents within the folder will be destroyed.

### **What should be done with Intervention Records?**

*If a student is referred for a special education evaluation following interventions and qualifies for special education, the documented interventions are included in the special education referral packet and are maintained as special education records.*

*If a student is not referred for a special education evaluation and/or is referred for special education evaluation but does not qualify, documentation of interventions must be maintained in the cumulative folder until graduation.*

### **What is done with files when the student transfers within the district?**

There are two procedures, depending upon the circumstances of the transfer.

When a special education student transfers to a subsequent building within the district (Parkview to Roosevelt or Roosevelt to Virginia Secondary) the entire cumulative file and the entire special education file goes with the student.

When a special education student enrolls in a program within the Northland Learning Center, a copy of the cumulative permanent records is sent to that program along with copies of the last Evaluation Summary Report and IEP. Record the date that the copies were sent and document that additional records are located at the site of transition program. Maintain this form in the student's cumulative file.

### **What is done with records when a student transfers out of the district?**

When a student transfers out of district, copies of the regular cumulative file are sent to the next district as well as copies of the most recent special education or 504 documents. Maintain the cumulative file and the special education file at the school. This includes students that enroll within the district and are immediately referred to the Northland Learning Center.

Under no circumstances should the school district send the original or only copy of any document to another school district or destroy an educational record.

- Minnesota Government Data Practices Act treats all public school districts as one agency. As a result, there is no need for the parent to sign a release of private data when the student is transferring to a public school.
- Students transferring to a private school require a parent signature on Consent to Release Private Data.
- Students transferring to a public or private school out of state require a parent signature on Consent to Release Private Data.

**What is kept in a student cumulative file upon transfer and/or graduation?**

Permanent cumulative files will contain the following permanent records and other student records as defined by the records retention documentation.

- Permanent Record Card w/ Yearly Attendance Summaries
- Permanent Record Card w/ Standardized Test Data
- Academic Transcript (Report Cards Get Destroyed 1 Yr. After Graduation)
- Most Recent Individual Education Plan (IEP), if Special Education Upon Graduation
- Most Recent Evaluation, if Special Education Upon Graduation
- Most Recent 504 Plan, if Qualifying Upon Graduation
- Record of Access or Transfer Log
- Preschool Screening
- Student Accident Reports

Paper copies will be kept for the (6) years following graduation at which time all official documents will only be available on a digitized format. Six (6) years is because that is when SpEd and Health files are cleaned out completely.

CERTIFICATION OF MINUTES RELATING TO SPECIAL ELECTION

Issuer: Independent School District No. 2154 (Eveleth-Gilbert Public Schools), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on \_\_\_\_\_, 2020 at \_\_\_ p.m., at the School District offices.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO APPOINTING ELECTION JUDGES FOR THE  
MAY 12, 2020 SCHOOL DISTRICT SPECIAL ELECTION

I, the undersigned, being the duly qualified and acting recording officer of the public corporation referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on \_\_\_\_\_, 2020.

---

School District Clerk

Member \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Member \_\_\_\_\_:

RESOLUTION RELATING TO APPOINTING ELECTION JUDGES FOR THE  
MAY 12, 2020 SCHOOL DISTRICT SPECIAL ELECTION

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 2154 (Eveleth-Gilbert Public Schools), Minnesota (the School District) as follows:

It is hereby found, determined and declared as follows:

1. The following individuals, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the School District's special election on May 12, 2020 to act as such at the polling places listed below:

Eveleth City Auditorium	Head Election Judge	Elaine Edwardson Kathy Renick Renee Lindseth Heather Burja - Alternate
-------------------------	---------------------	---------------------------------------------------------------------------------

Leonidas Community Center	Head Election Judge	Patricia Waino Sally Samlen Stacy Buatala <hr/> Stephen Karpik - Alternate
---------------------------	---------------------	-------------------------------------------------------------------------------------

Clinton Township Community Center	Head Election Judge	Diane Jacobson Judy Ricker Shelly Kemp Toni Broskevetz Laura Tassoni <hr/>
-----------------------------------	---------------------	-------------------------------------------------------------------------------------------

County Storage Building	Head Election Judge	<hr/> <hr/> <hr/> <hr/>
-------------------------	---------------------	-------------------------



2. The election judges shall act as clerks of election, count the ballots cast and submit the results to the Board for canvass in the manner provided for other school district elections.

3. Pursuant to Minnesota Statutes, Section 204B.21, Subdivision 2, the Superintendent is hereby authorized and directed to appoint additional election judges within the 25 days before the School District's special election on May 12, 2020 upon the determination that additional election judges will be required.

Upon vote being taken thereon, the following voted in favor thereof

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.



# ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Date March 18th, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated March 18th 2020,  
4. pertaining to the purchase and sale of the Property at 401 Roosevelt Avenue  
5. Eveleth MN 55734.

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language in  
7. this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in  
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in  
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this Purchase  
12. Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and  
14. suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer  
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding  
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of  
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing  
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is  
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all  
21. earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)  
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any  
24. disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall  
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred  
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or  
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was in  
29. prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for  
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections  
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property  
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if any,  
34. to provide tenant with proper notice in advance of any Property showing.

### 35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) **Phase I:** This Purchase Agreement  IS  IS NOT contingent upon  BUYER  SELLER  
------(Check one.)-----

37. obtaining a Phase I environmental site assessment of the Property at  BUYER'S  SELLER'S expense  
------(Check one.)-----

38. within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. \_\_\_\_\_ days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is  
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

45. Property located at 401 Roosevelt Avenue Eveleth MN 55734

46. (ii) Phase II: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
47. obtaining a Phase II environmental site assessment of the Property at [ ] BUYER [ ] SELLER
48. expense within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within
50. \_\_\_\_\_ days of either:
51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or
53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) Other Testing: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
55. obtaining other Intrusive Testing of the Property at [ ] BUYER'S [ ] SELLER'S expense within
56. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
57. Buyer shall provide reasonable approval of the assessment/inspection within
58. \_\_\_\_\_ days of either:
59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or
61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.

64. Buyer [ ] SHALL [X] SHALL NOT be required to provide Seller with a copy of any assessment/inspection
65. reports obtained by Buyer.

66. (iv) Seller's Representations on Environmental Concerns: To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:
68. \_\_\_\_\_
69. \_\_\_\_\_
70. \_\_\_\_\_

71. B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within
72. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement [ ] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body of
74. development or subdivision plans, as described below, at [ ] BUYER [ ] SELLER expense. If IS, Seller shall
75. cooperate with Buyer to obtain such approval.

77. (ii) This Purchase Agreement [ ] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body for
78. rezoning or use permits, as described below, at [ ] BUYER [ ] SELLER expense. If IS, Seller shall
79. cooperate with Buyer to obtain such approval.

**ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE**

82. Page 3

83. Property located at 401 Roosevelt Avenue Eveleth MN 55734.

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the  
 85. following items, if checked. Buyer shall approve the items within \_\_\_\_\_ days of either:  
 86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or  
 87. (b) receipt of the item if Seller is obligated to obtain the item.  
 88. *(Select appropriate options i-vi.)*

89.  (i)  **BUYER**  **SELLER** obtaining a certificate of survey of the Property, at  **BUYER**  **SELLER**  
 -----*(Check one.)*-----  
 90. expense.

91.  (ii)  **BUYER**  **SELLER** obtaining soil tests which indicate that the Property may be improved without  
 -----*(Check one.)*-----  
 92. extraordinary building methods or costs, at  **BUYER**  **SELLER** expense.  
 -----*(Check one.)*-----

93.  (iii)  **BUYER**  **SELLER** obtaining copies of all covenants, reservations and restrictions affecting the Property,  
 -----*(Check one.)*-----  
 94. at  **BUYER**  **SELLER** expense.  
 -----*(Check one.)*-----

95.  (iv)  **BUYER**  **SELLER** obtaining and approving copies of Association documents at  **BUYER**  **SELLER**  
 -----*(Check one.)*-----  
 96. expense.

97.  (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights  
 98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel  
 99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if  
 101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants  
 102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the  
 103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's  
 104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all  
 105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute  
 106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and  
 107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,  
 108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of  
 109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person or  
 110. persons claiming under any of them with respect to any of the Security Deposits.

111.  (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the  
 112. last \_\_\_\_\_ years, vendor contracts, and any other documents in Seller's possession or  
 113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to  
 115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

116. Page 4

117. Property located at 401 Roosevelt Avenue Eveleth MN 55734

118. D. BUYER INVESTIGATIONS: This Purchase Agreement [X] IS [ ] IS NOT contingent upon Buyer's investigations of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be completed within 10 days of Final Acceptance Date of this Purchase Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. SELLER

BUYER

124. (Business Entity or Individual Name)

(Business Entity or Individual Name)

125. By: (Seller)

By: Alexander Longfellow Bryan (Buyer) 2020 5:35:42 PM CDT

126. Its: (Title)

Its: (Title)

127. (Date)

03/18/2020 (Date)

128. SELLER

BUYER

129. (Business Entity or Individual Name)

(Business Entity or Individual Name)

130. By: (Seller)

By: (Buyer)

131. Its: (Title)

Its: (Title)

132. (Date)

(Date)

133. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
134. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



COMMERCIAL PURCHASE AGREEMENT

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. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Page 1 Date March 18th 2020

2. BUYER(S) is/are: Alexander Longfellow Bryan, (Check one.)

3. [X] individual(s); OR [ ] a business entity organized under the laws of the State of

4. SELLER(S) is/are: (Check one.)

5. [ ] individual(s); OR [ ] a business entity organized under the laws of the State of

6. Buyer's earnest money in the amount of

7. Three Thousand Dollars

8. (\$ 3,000.00 ) shall be delivered no later than two (2) Business Days after

9. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of: (Check one.)

10. [X] listing broker; or

11. [ ] (Trustee)

12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

14. Said earnest money is part payment for the purchase of property at

15. 401 Roosevelt Avenue located in the

16. City/Township of Eveleth, County of St. Louis

17. State of Minnesota, Zip Code 55734, PID # (s) 040009000340

19. and legally described as follows LOT: 0000 BLOCK:048

21. (collectively the "Property")

22. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement: Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

24. Thirty-Five Thousand

26. (\$ 35,000.00 ) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:

27. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

29. 2. FINANCING of 0 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

31. Such financing shall be: (Check one.) [ ] a first mortgage; [ ] a contract for deed; or [ ] a first mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement:

33. [ ] Conventional/SBA/Other [ ] Contract for Deed. (Check one.)

34. DUE DILIGENCE: This Purchase Agreement [X] IS [ ] IS NOT subject to a due diligence contingency. (If answer is IS, see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

36. CLOSING: The date of closing shall be April 2nd 2020.



**COMMERCIAL PURCHASE AGREEMENT**

37. Page 2 Date March 18th 2020

38. Property located at 401 Roosevelt Avenue Eveleth MN 55734

39. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*

40.  **WARRANTY DEED**  **LIMITED WARRANTY DEED**  **CONTRACT FOR DEED**

41.  **OTHER:** \_\_\_\_\_ **DEED** conveying marketable title, subject to:

- 42. (a) building and zoning laws, ordinances, and state and federal regulations;
- 43. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 44. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
- 45. (d) utility and drainage easements which do not interfere with existing improvements; and
- 46. (e) others (must be specified in writing): \_\_\_\_\_

47. \_\_\_\_\_

48. **TENANTS/LEASES:** Property  **IS**  **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum* \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

49. *to Commercial Purchase Agreement: Due Diligence).*

50. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within \_\_\_\_\_ days of Seller's written request. Said consent shall not be unreasonably withheld.

54. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

58. **SPECIAL ASSESSMENTS:**

59.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY** \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

60. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing.

62.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

63. levied as of the Date of this Purchase Agreement.

64.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

65. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments or less, as allowed by Buyer's lender.)

68. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

70. As of the Date of this Purchase Agreement, Seller represents that Seller  **HAS**  **HAS NOT** received a notice \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

71. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

**COMMERCIAL PURCHASE AGREEMENT**

80. Page 3 Date March 18th 2020

81. Property located 401 Roosevelt Avenue Eveleth MN 55734  
at

82. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

83.  **IMMEDIATELY AFTER CLOSING;** or

84.  **OTHER:** \_\_\_\_\_

85. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
86. by possession date.

87. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
88. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
89. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

90. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of  
91. closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before  
92. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
93. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
94. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and  
95. directing all earnest money paid here to be refunded to Buyer.

96. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 10 days after Final  
97. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment  
98. for an owner's policy of title insurance from company of seller's choosing, including levied  
(Name of Title Company)

99. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the  
100. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.  
101. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately  
102. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the  
103. Deed as specified here to be delivered pursuant to this Agreement.

104. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's  
105. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title  
106. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether  
107. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts  
108. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay  
109. the closing.

110. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,  
111. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase  
112. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase  
113. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
114. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to  
115. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,  
116. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has  
117. declined to cure without reduction in the Purchase Price.

118. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that  
119. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase  
120. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections  
121. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the  
122. closing shall be postponed.

123. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would  
124. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation  
125. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled

MNC:PA-3 (8/19)

126. closing date, whichever is later.

## COMMERCIAL PURCHASE AGREEMENT

**COMMERCIAL PURCHASE AGREEMENT**127. Page 4 Date March 18th 2020

128. Property located 401 Roosevelt Avenue Eveleth MN 55734  
at
129. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated  
130. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written  
131. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,  
132. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
133. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither  
134. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by  
135. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept  
136. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase  
137. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice is  
138. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to  
139. proceed to closing as provided in the immediately preceding sentence.
140. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,  
141. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase  
142. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all  
143. earnest money paid here as liquidated damages.
144. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,  
145. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six  
146. (6) months after such right of action arises.
147. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
148. of Seller's knowledge.
149. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened against  
150. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller  
151. will promptly notify Buyer of such proceeding.
152. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;  
153. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and  
154. operation of the Property.
155. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished  
156. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any  
157. structure on, or improvement to, the Property.
158. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of  
159. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,  
160. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
161. received by Seller shall be provided to Buyer immediately.
162. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
163. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
164. to purchase, rights of first refusal, or other similar rights affecting the Property.
165. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
166. of closing.
167. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
168. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of  
169. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
170. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on  
171. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of  
172. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
173. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations

MNC:PA-5 (8/19)

174. of Seller, and are enforceable in accordance with their terms. **COMMERCIAL PURCHASE AGREEMENT**

**COMMERCIAL PURCHASE AGREEMENT**175. Page 5 Date March 18th 2020

176. Property located 401 Roosevelt Avenue Eveleth MN 55734  
at
177. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
178. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
179. breach of any of the above representations and warranties, whether such breach is discovered before or after the date  
180. of closing.
181. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
182. and warranties.
183. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
184. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
185. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
186. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
187. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
188. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
189. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
190. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
191. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
192. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
193. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
194. the date of closing.
195. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**
196. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
197. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
198. ending at 11:59 P.M. on the last day.
199. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
200. stated elsewhere by the parties in writing.
201. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
202. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
203. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.
204. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
205. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.
206. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
207. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
208. performance, such action must be commenced within six (6) months after such right of action arises.
209. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**  
210. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**  
211. **DATE OF THIS PURCHASE AGREEMENT.**
212. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**  
213. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)  
214.  Seller is not aware of any methamphetamine production that has occurred on the Property.  
215.  Seller is aware that methamphetamine production has occurred on the Property.  
216. (See *Disclosure Statement: Methamphetamine Production*.)
217. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
218. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
219. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
220. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
221. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
222. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
223. obtained by contacting the local law enforcement offices in the community where the Property is located  
224. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
225. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

**COMMERCIAL PURCHASE AGREEMENT**

226. Page 6 Date March 18th 2020

227. Property located at 401 Roosevelt Avenue Eveleth MN 55734

228. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential  
 229. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's*  
 230. *Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

231. **(Check appropriate boxes.)**

232. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

233. **CITY SEWER**  YES  NO / **CITY WATER**  YES  NO

**SUBSURFACE SEWAGE TREATMENT SYSTEM**

235. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
 -----(Check one.)-----

236. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
 237. *Subsurface Sewage Treatment System*.)

**PRIVATE WELL**

238. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well  
 -----(Check one.)-----

240. is located on the Property, see *Disclosure Statement: Well*.)

241. To the best of Seller's knowledge, the Property  IS  IS NOT in a Special Well Construction Area.  
 -----(Check one.)-----

242. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*  
 -----(Check one.)-----

243. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

244. (If answer is **IS**, see attached *Addendum*.)

245. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
 246. **RECEIVED A *DISCLOSURE STATEMENT:WELL* AND/OR A *DISCLOSURE STATEMENT: SUBSURFACE SEWAGE***  
 247. ***TREATMENT SYSTEM.***

248. There  IS  IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.  
 -----(Check one.)-----

249. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

**AGENCY NOTICE**

251. Andrea Ellen Zupancich is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

252. Z'Up North Realty, Inc.  
 (Real Estate Company Name)

253. Annika O'Byrnes is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

254. Keller Williams Realty Professionals  
 (Real Estate Company Name)

255. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a  
 256. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual  
 257. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary  
 258. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can  
 259. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,  
 260. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or  
 261. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents  
 262. may not advocate for one party to the detriment of the other.

### COMMERCIAL PURCHASE AGREEMENT

263. Page 7 Date March 18th 2020

264. Property located 401 Roosevelt Avenue Eveleth MN 55734  
at

265. **CONSENT TO DUAL AGENCY**

266. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and

267. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its

268. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this

269. transaction without the consent of both parties. Both parties acknowledge that

270. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will

271. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will

272. be shared;

273. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

274. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the

275. sale.

276. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its

277. salespersons to act as dual agents in this transaction.

278. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)

279. By: \_\_\_\_\_  
(Seller's Signature)

280. \_\_\_\_\_  
(Seller's Printed Name)

281. Its: \_\_\_\_\_  
(Title)

282. \_\_\_\_\_  
(Date)

283. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)

284. By: \_\_\_\_\_  
(Seller's Signature)

285. \_\_\_\_\_  
(Seller's Printed Name)

286. Its: \_\_\_\_\_  
(Title)

287. \_\_\_\_\_  
(Date)

**BUYER:**  \_\_\_\_\_  
(Business Entity or Individual Name)

By:   
3/18/2020 9:32:45 PM CDT  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

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

03/18/2020  
(Date)

**BUYER:** \_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

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

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

288. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.

289. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
290. cash outlay at closing or reduce the proceeds from the sale.

291. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
292. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
293. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
294. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

295. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
296. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
297. the closing and delivery of the deed.

298. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
299. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer

300. identification numbers or Social Security numbers.

## COMMERCIAL PURCHASE AGREEMENT

**COMMERCIAL PURCHASE AGREEMENT**301. Page 8 Date March 18th 2020

302. Property located 401 Roosevelt Avenue Eveleth MN 55734  
 at \_\_\_\_\_

303. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
 304. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
 305. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**  
 306. **party whether the transaction is exempt from FIRPTA withholding requirements.**

307. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens and  
 308. non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale  
 309. of agricultural land and Buyer is a foreign person.

310. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,  
 311. March 20th 2020, and in such event all earnest money shall be returned to Buyer.

312. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
 313. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
 314. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
 315. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
 316. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
 317. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
 318. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
 319. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
 320. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
 321. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
 322. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
 323. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.

324. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
 325. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
 326. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
 327. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
 328. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
 329. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
 330. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
 331. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
 332. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
 333. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
 334. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made  
 335. by such party.

336. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall  
 337. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
 338. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
 339. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
 340. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
 341. Agreement.

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

344. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
 345. must be delivered.

346. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
 347. contract for deed and be enforceable after the closing.

348. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one

MNC:PA-9 (8/19)

349. (1) of this Purchase Agreement.

## COMMERCIAL PURCHASE AGREEMENT

# COMMERCIAL PURCHASE AGREEMENT

350. Page 9 Date March 18th 2020

351. Property located 401 Roosevelt Avenue Eveleth MN 55734  
at

352. **OTHER:**  
353. **Per the due diligence contingency buyer has the right to cancel upon results of buyer's investigation and earnest money will be refunded.**

354.  
355. **ADDENDA: Attached addenda are a part of this Purchase Agreement.**

356.  **If checked, this Purchase Agreement is subject to**  
357. **attached Addendum to Commercial Purchase**  
358. **Agreement: Counteroffer.**

359. **FIRPTA:** Seller represents and warrants, under penalty  
360. of perjury, that Seller  **IS**  **IS NOT** a foreign person (i.e., a  
----- (Check one.) -----  
361. non-resident alien individual, foreign corporation, foreign  
362. partnership, foreign trust, or foreign estate for purposes  
363. of income taxation. (See lines 291-309.) This representation  
364. and warranty shall survive the closing of the transaction  
365. and the delivery of the deed.

366. **SELLER**

367. \_\_\_\_\_  
(Business Entity or Individual Name)

368. By: \_\_\_\_\_  
(Seller's Signature)

369. \_\_\_\_\_  
(Seller's Printed Name)

370. Its: \_\_\_\_\_  
(Title)

371. \_\_\_\_\_  
(Date)

372. **SELLER**

373. \_\_\_\_\_  
(Business Entity or Individual Name)

374. By: \_\_\_\_\_  
(Seller's Signature)

375. \_\_\_\_\_  
(Seller's Printed Name)

376. Its: \_\_\_\_\_  
(Title)

377. \_\_\_\_\_  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: Alexander Longfellow Bryan  
(Buyer's Signature) 3/18/2020 9:32:50 PM CDT

Alexander Longfellow Bryan  
(Buyer's Printed Name)

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

03/18/2020  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

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

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

378. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
379. is the date on which the fully executed Purchase Agreement is delivered.

380. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
381. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

382. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
383. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
384. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
385. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
386. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
387. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**



# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

AuthentiSIGN

*Alexander Longfellow Bryan* 03/18/2020  
 (Signature) (Date) (Date)

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2018 Minnesota Association of REALTORS®, Edina, MN



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Date March 18th, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated March 18th 2020,
4. pertaining to the purchase and sale of the Property at 402 Roosevelt Avenue
5. Eveleth MN 55734

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language in
7. this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this Purchase
12. Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and
14. suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all
21. earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any
24. disapproved items that Seller has not agreed in writing to correct or remedy.

25. Buyer's Responsibility Regarding Due Diligence: Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was in
29. prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. Seller's Responsibility Regarding Due Diligence: Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if any,
34. to provide tenant with proper notice in advance of any Property showing.

35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) Phase I: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
(Check one.) (Check one.)

37. obtaining a Phase I environmental site assessment of the Property at [ ] BUYER'S [ ] SELLER'S expense
(Check one.)

38. within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. \_\_\_\_\_ days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

45. Property located at 402 Roosevelt Avenue Eveleth MN 55734

46. (ii) Phase II: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
47. obtaining a Phase II environmental site assessment of the Property at [ ] BUYER [ ] SELLER
48. expense within \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within
50. \_\_\_\_\_ days of either:
51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or
53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) Other Testing: This Purchase Agreement [ ] IS [X] IS NOT contingent upon [ ] BUYER [ ] SELLER
55. obtaining other Intrusive Testing of the Property at [ ] BUYER'S [ ] SELLER'S expense within
56. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.
57. Buyer shall provide reasonable approval of the assessment/inspection within
58. \_\_\_\_\_ days of either:
59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or
61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.

64. Buyer [ ] SHALL [X] SHALL NOT be required to provide Seller with a copy of any assessment/inspection
65. reports obtained by Buyer.

66. (iv) Seller's Representations on Environmental Concerns: To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:
68. \_\_\_\_\_
69. \_\_\_\_\_
70. \_\_\_\_\_

71. B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within
72. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement [ ] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body of
74. development or subdivision plans, as described below, at [ ] BUYER [ ] SELLER expense. If IS, Seller shall
75. cooperate with Buyer to obtain such approval.

77. (ii) This Purchase Agreement [ ] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body for
78. rezoning or use permits, as described below, at [ ] BUYER [ ] SELLER expense. If IS, Seller shall
79. cooperate with Buyer to obtain such approval.

**ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT:  
DUE DILIGENCE**

82. Page 3

83. Property located at 402 Roosevelt Avenue Eveleth MN 55734.

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the  
 85. following items, if checked. Buyer shall approve the items within \_\_\_\_\_ days of either:  
 86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or  
 87. (b) receipt of the item if Seller is obligated to obtain the item.  
 88. *(Select appropriate options i-vi.)*

89.  (i)  **BUYER**  **SELLER** obtaining a certificate of survey of the Property, at  **BUYER**  **SELLER**  
 -----*(Check one.)*-----  
 90. expense.

91.  (ii)  **BUYER**  **SELLER** obtaining soil tests which indicate that the Property may be improved without  
 -----*(Check one.)*-----  
 92. extraordinary building methods or costs, at  **BUYER**  **SELLER** expense.  
 -----*(Check one.)*-----

93.  (iii)  **BUYER**  **SELLER** obtaining copies of all covenants, reservations and restrictions affecting the Property,  
 -----*(Check one.)*-----  
 94. at  **BUYER**  **SELLER** expense.  
 -----*(Check one.)*-----

95.  (iv)  **BUYER**  **SELLER** obtaining and approving copies of Association documents at  **BUYER**  **SELLER**  
 -----*(Check one.)*-----  
 96. expense.

97.  (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights  
 98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel  
 99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if  
 101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants  
 102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the  
 103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's  
 104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all  
 105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute  
 106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and  
 107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,  
 108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of  
 109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person or  
 110. persons claiming under any of them with respect to any of the Security Deposits.

111.  (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the  
 112. last \_\_\_\_\_ years, vendor contracts, and any other documents in Seller's possession or  
 113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to  
 115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

116. Page 4

117. Property located at 402 Roosevelt Avenue Eveleth MN 55734

118. D. BUYER INVESTIGATIONS: This Purchase Agreement [X] IS [ ] IS NOT contingent upon Buyer's investigations of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be completed within 10 days of Final Acceptance Date of this Purchase Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. SELLER
124. (Business Entity or Individual Name)
125. By: (Seller)
126. Its: (Title)
127. (Date)

BUYER
(Business Entity or Individual Name)
By: Alexander Longfellow Bryan
03/18/2020 6:46:53 PM CDT
Its: (Title)
03/18/2020
(Date)

128. SELLER
129. (Business Entity or Individual Name)
130. By: (Seller)
131. Its: (Title)
132. (Date)

BUYER
(Business Entity or Individual Name)
By: (Buyer)
Its: (Title)
(Date)

133. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
134. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN-ACPA:DD-4 (8/19)



COMMERCIAL PURCHASE AGREEMENT

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. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Page 1 Date March 18th 2020

2. BUYER(S) is/are: Alexander Longfellow Bryan, (Check one.)

3. [X] individual(s); OR [ ] a business entity organized under the laws of the State of

4. SELLER(S) is/are: (Check one.)

5. [ ] individual(s); OR [ ] a business entity organized under the laws of the State of

6. Buyer's earnest money in the amount of

7. One Thousand Dollars

8. (\$ 1,000.00 ) shall be delivered no later than two (2) Business Days after

9. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of: (Check one.)

10. [X] listing broker; or

11. (Trustee)

12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

14. Said earnest money is part payment for the purchase of property at

15. 402 Roosevelt Avenue located in the

16. City/Township of Eveleth, County of St. Louis

17. State of Minnesota, Zip Code 55734, PID # (s) 040009000330

19. and legally described as follows LOT: 0000 BLOCK:047

21. (collectively the "Property")

22. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement:

23. Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

24. Ten Thousand

26. (\$ 10,000.00 ) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:

27. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

29. 2. FINANCING of 0 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

31. Such financing shall be: (Check one.) [ ] a first mortgage; [ ] a contract for deed; or [ ] a first mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement:

33. [ ] Conventional/SBA/Other [ ] Contract for Deed. (Check one.)

34. DUE DILIGENCE: This Purchase Agreement [X] IS [ ] IS NOT subject to a due diligence contingency. (If answer is IS, see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

36. CLOSING: The date of closing shall be

**COMMERCIAL PURCHASE AGREEMENT**

37. Page 2 Date March 18th 2020

38. Property located at 402 Roosevelt Avenue Eveleth MN 55734

39. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*

40.  **WARRANTY DEED**  **LIMITED WARRANTY DEED**  **CONTRACT FOR DEED**

41.  **OTHER:** \_\_\_\_\_ **DEED** conveying marketable title, subject to:

- 42. (a) building and zoning laws, ordinances, and state and federal regulations;
- 43. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 44. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
- 45. (d) utility and drainage easements which do not interfere with existing improvements; and
- 46. (e) others (must be specified in writing): \_\_\_\_\_

47. \_\_\_\_\_

48. **TENANTS/LEASES:** Property  **IS**  **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum* \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

49. *to Commercial Purchase Agreement: Due Diligence).*

50. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease  
51. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be  
52. provided to Seller within \_\_\_\_\_ days of Seller's written request. Said consent  
53. shall not be unreasonably withheld.

54. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and  
55. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.  
56. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be  
57. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

58. **SPECIAL ASSESSMENTS:**

59.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY** \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

60. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and  
61. payable in the year of closing.

62.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

63. levied as of the Date of this Purchase Agreement.

64.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

65. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
66. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments  
67. or less, as allowed by Buyer's lender.)

68. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
69. which is not otherwise here provided.

70. As of the Date of this Purchase Agreement, Seller represents that Seller  **HAS**  **HAS NOT** received a notice \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

71. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
72. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before  
73. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement  
74. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,  
75. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may  
76. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the  
77. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement  
78. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said  
79. cancellation and directing all earnest money paid here to be refunded to Buyer.

**COMMERCIAL PURCHASE AGREEMENT**

80. Page 3 Date March 18th 2020

81. Property located 402 Roosevelt Avenue Eveleth MN 55734  
at

82. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

83.  **IMMEDIATELY AFTER CLOSING;** or

84.  **OTHER:** \_\_\_\_\_

85. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
86. by possession date.

87. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
88. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
89. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

90. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of  
91. closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before  
92. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
93. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
94. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and  
95. directing all earnest money paid here to be refunded to Buyer.

96. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 10 days after Final  
97. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment

98. for an owner's policy of title insurance from title company of seller's choosing, including levied  
(Name of Title Company)

99. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the  
100. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.  
101. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately  
102. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the  
103. Deed as specified here to be delivered pursuant to this Agreement.

104. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's  
105. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title  
106. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether  
107. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts  
108. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay  
109. the closing.

110. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,  
111. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase  
112. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase  
113. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
114. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to  
115. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,  
116. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has  
117. declined to cure without reduction in the Purchase Price.

118. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that  
119. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase  
120. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections  
121. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the  
122. closing shall be postponed.

123. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would  
124. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation  
125. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled

MNC:PA-3 (8/19)

126. closing date, whichever is later.

## COMMERCIAL PURCHASE AGREEMENT

**COMMERCIAL PURCHASE AGREEMENT**127. Page 4 Date March 18th 2020

128. Property located 402 Roosevelt Avenue Eveleth MN 55734  
at

129. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated  
130. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written  
131. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,  
132. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
133. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither  
134. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by  
135. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept  
136. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase  
137. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice is  
138. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to  
139. proceed to closing as provided in the immediately preceding sentence.

140. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,  
141. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase  
142. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all  
143. earnest money paid here as liquidated damages.

144. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,  
145. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six  
146. (6) months after such right of action arises.

147. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
148. of Seller's knowledge.

149. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened against  
150. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller  
151. will promptly notify Buyer of such proceeding.

152. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;  
153. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and  
154. operation of the Property.

155. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished  
156. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any  
157. structure on, or improvement to, the Property.

158. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of  
159. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,  
160. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
161. received by Seller shall be provided to Buyer immediately.

162. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
163. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
164. to purchase, rights of first refusal, or other similar rights affecting the Property.

165. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
166. of closing.

167. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
168. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of  
169. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
170. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on  
171. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of  
172. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
173. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations

MNC:PA-5 (8/19)

174. of Seller, and are enforceable in accordance with their terms. **COMMERCIAL PURCHASE AGREEMENT**

**COMMERCIAL PURCHASE AGREEMENT**175. Page 5 Date March 18th 2020

176. Property located 402 Roosevelt Avenue Eveleth MN 55734  
at

177. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
178. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
179. breach of any of the above representations and warranties, whether such breach is discovered before or after the date  
180. of closing.

181. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
182. and warranties.

183. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
184. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
185. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
186. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
187. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
188. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
189. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
190. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
191. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
192. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
193. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
194. the date of closing.

195. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

196. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
197. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
198. ending at 11:59 P.M. on the last day.

199. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
200. stated elsewhere by the parties in writing.

201. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
202. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
203. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

204. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
205. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

206. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
207. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
208. performance, such action must be commenced within six (6) months after such right of action arises.

209. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**  
210. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**  
211. **DATE OF THIS PURCHASE AGREEMENT.**

212. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

213. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

214.  Seller is not aware of any methamphetamine production that has occurred on the Property.

215.  Seller is aware that methamphetamine production has occurred on the Property.

216. (See *Disclosure Statement: Methamphetamine Production*.)

217. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
218. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
219. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
220. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

221. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
222. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
223. obtained by contacting the local law enforcement offices in the community where the Property is located  
224. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
225. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

**COMMERCIAL PURCHASE AGREEMENT**

226. Page 6 Date March 18th 2020

227. Property located at 402 Roosevelt Avenue Eveleth MN 55734

228. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

231. **(Check appropriate boxes.)**

232. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

233. CITY SEWER  YES  NO / CITY WATER  YES  NO

**SUBSURFACE SEWAGE TREATMENT SYSTEM**

235. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
 -----(Check one.)-----

236. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)

**PRIVATE WELL**

238. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well  
 -----(Check one.)-----

240. is located on the Property, see *Disclosure Statement: Well*.)

241. To the best of Seller's knowledge, the Property  IS  IS NOT in a Special Well Construction Area.  
 -----(Check one.)-----

242. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
 -----(Check one.)-----

243. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

244. (If answer is **IS**, see attached *Addendum*.)

245. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT:WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.**

248. There  IS  IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.  
 -----(Check one.)-----

249. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

**AGENCY NOTICE**

251. Andrea Ellen Zupancich is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

252. Z'Up North Realty, Inc.  
 (Real Estate Company Name)

253. Annika O'Byrnes is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

254. Keller Williams Realty Professionals  
 (Real Estate Company Name)

255. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

### COMMERCIAL PURCHASE AGREEMENT

263. Page 7 Date March 18th 2020

264. Property located 402 Roosevelt Avenue Eveleth MN 55734  
at

265. **CONSENT TO DUAL AGENCY**

266. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and

267. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its

268. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this

269. transaction without the consent of both parties. Both parties acknowledge that

270. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will

271. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will

272. be shared;

273. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

274. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the

275. sale.

276. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its

277. salespersons to act as dual agents in this transaction.

278. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)

279. By: \_\_\_\_\_  
(Seller's Signature)

280. \_\_\_\_\_  
(Seller's Printed Name)

281. Its: \_\_\_\_\_  
(Title)

282. \_\_\_\_\_  
(Date)

**BUYER:** \_\_\_\_\_  
(Business Entity or Individual Name)

By: Alexander Longfellow Bryan  
(Buyer's Signature) 03/18/2020 6:01:01 PM CDT

\_\_\_\_\_  
(Buyer's Printed Name)

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

03/18/2020  
(Date)

283. **SELLER:** \_\_\_\_\_  
(Business Entity or Individual Name)

284. By: \_\_\_\_\_  
(Seller's Signature)

285. \_\_\_\_\_  
(Seller's Printed Name)

286. Its: \_\_\_\_\_  
(Title)

287. \_\_\_\_\_  
(Date)

**BUYER:** \_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

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

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

288. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.

289. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the

290. cash outlay at closing or reduce the proceeds from the sale.

291. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code

292. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold

293. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller

294. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

295. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same

296. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive

297. the closing and delivery of the deed.

298. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement

299. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer

300. identification numbers or Social Security numbers.

## COMMERCIAL PURCHASE AGREEMENT

**COMMERCIAL PURCHASE AGREEMENT**301. Page 8 Date March 18th 2020

302. Property located 402 Roosevelt Avenue Eveleth MN 55734  
 at \_\_\_\_\_

303. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
 304. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
 305. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**  
 306. **party whether the transaction is exempt from FIRPTA withholding requirements.**

307. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens and  
 308. non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale  
 309. of agricultural land and Buyer is a foreign person.

310. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,  
 311. March 20th 2020, and in such event all earnest money shall be returned to Buyer.

312. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
 313. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
 314. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
 315. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
 316. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
 317. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
 318. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
 319. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
 320. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
 321. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
 322. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
 323. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.

324. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
 325. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
 326. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
 327. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
 328. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
 329. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
 330. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
 331. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
 332. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
 333. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
 334. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made  
 335. by such party.

336. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall  
 337. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
 338. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
 339. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
 340. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
 341. Agreement.

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

344. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
 345. must be delivered.

346. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
 347. contract for deed and be enforceable after the closing.

348. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one

MNC:PA-9 (8/19)

349. (1) of this Purchase Agreement.

## COMMERCIAL PURCHASE AGREEMENT

# COMMERCIAL PURCHASE AGREEMENT

350. Page 9 Date March 18th 2020

351. Property located 402 Roosevelt Avenue Eveleth MN 55734  
at

352. **OTHER:**

~~353.4~~ This purchase agreement is contingent upon acceptance of another purchase agreement written for 401 Roosevelt Avenue Eveleth, MN

353. Buyer may cancel based upon results of due diligence investigation & earnest money will be refunded

354.

355. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

356.  If checked, this Purchase Agreement is subject to  
357. attached **Addendum to Commercial Purchase**  
358. **Agreement: Counteroffer.**

359. **FIRPTA:** Seller represents and warrants, under penalty  
360. of perjury, that Seller  **IS**  **IS NOT** a foreign person (i.e., a  
----- (Check one.) -----

361. non-resident alien individual, foreign corporation, foreign  
362. partnership, foreign trust, or foreign estate for purposes  
363. of income taxation. (See lines 291-309.) This representation  
364. and warranty shall survive the closing of the transaction  
365. and the delivery of the deed.

366. **SELLER**

367. \_\_\_\_\_  
(Business Entity or Individual Name)

368. By: \_\_\_\_\_  
(Seller's Signature)

369. \_\_\_\_\_  
(Seller's Printed Name)

370. Its: \_\_\_\_\_  
(Title)

371. \_\_\_\_\_  
(Date)

372. **SELLER**

373. \_\_\_\_\_  
(Business Entity or Individual Name)

374. By: \_\_\_\_\_  
(Seller's Signature)

375. \_\_\_\_\_  
(Seller's Printed Name)

376. Its: \_\_\_\_\_  
(Title)

377. \_\_\_\_\_  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: Alexander Langfellow Bryan  
(Buyer's Signature) 03/18/2020 6:01 PM CDT

\_\_\_\_\_  
(Buyer's Printed Name)

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

03/18/2020  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

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

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

378. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
379. is the date on which the fully executed Purchase Agreement is delivered.

380. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
381. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

382. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
383. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
384. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
385. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
386. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
387. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**



# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

AuthentiSIGN

*Alexander Longfellow Bryan*  
(Signature)

03/18/2020

(Date)

(Signature)

(Date)

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
© 2018 Minnesota Association of REALTORS®, Edina, MN

RESOLUTION #712

The following resolution was offered by Director \_\_\_\_\_ and moved for adoption:

**RESOLUTION ACCEPTING MONETARY, PROPERTY, GOODS, OR SERVICES DONATION**

**WHEREAS** the Eveleth-Gilbert School District is generally authorized to accept donations of real or personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its students, and is specifically authorized to accept gifts and bequests for the benefit of the students in the School District; and

**WHEREAS** the following persons and entities have offered to contribute the gifts set forth below to the School District:

<u>Name of Donor</u>	<u>Gift</u>
Mary and Joe Dosan	\$200

**WHEREAS** no goods or services were provided in exchange for said donations and gifts in-kind;

**WHEREAS** all such donations and gifts in kind have been contributed to assist with delinquent lunch accounts;

**WHEREAS** the Eveleth-Gilbert School Board finds that it is appropriate to accept the donations and gifts in-kind offered;

**NOW, THEREFORE, BE IT RESOLVED BY THE EVELETH-GILBERT SCHOOL BOARD, AS FOLLOWS:**

The donations and gifts in-kind described above are accepted and shall be used for student lunches during the school closure

MARY C DOSAN  
JOSEPH S DOSAN  
810 SUMMIT STREET  
EVELETH, MN 55734

75-674/912

4750

DATE

4/7/2020

PAY TO  
THE ORDER OF

E-G School District 2154

\$ 200 -

Two hundred and 00/100

DOLLARS



Security Features  
Included.  
Details on Back.

© DELUXE @deluxe.com/checks



OFFICES IN MOUNTAIN IRON AND BURLINGAME  
P.O. BOX 382 • TEL. 218-749-5190

8355 UNITY DRIVE • MOUNTAIN IRON, MINNESOTA 55768

MEMO

School lunch program May @ Dosan

MP

⑆09⑆206745⑆ ⑆52002762⑆ 4750

SPECIALTY BLUE

Mr. & Mrs. Dosan would like this donation to be used to help offset the cost of school lunches being provided during the Covid-19 Pandemic.



**INDEPENDENT SCHOOL DISTRICT #2154  
Eveleth-Gilbert, Minnesota**



**ADMINISTRATORS  
MASTER AGREEMENT  
2019-2021**

## TABLE OF CONTENTS

		<u>Page #</u>
ARTICLE I	Salary	3
ARTICLE II	Insurance	3
ARTICLE III	Deferred Compensation	4
ARTICLE IV	Early Retirement	4-5
ARTICLE V	Leaves of Absence	5-8
ARTICLE VI	Professional Growth	8
ARTICLE VII	State Convention Attendance	9
ARTICLE VIII	Professional Dues	9
ARTICLE IX	Grievance Procedure	9-10
ARTICLE X	Terms of Agreement	11
	MEMORANDUM OF UNDERSTANDING	12
	INDEX	13

**ADMINISTRATORS'  
MASTER AGREEMENT**

2019-2021

**ARTICLE I  
SALARY**

**Section 1. 2019-2021 Salary Schedule.**

The wages and salaries for administrators employed under the regular contract in the Eveleth-Gilbert Public Schools are \$105,810 for the 2019-2020 Contract year and \$107,927 for the 2020-2021 Contract year. Salaries are based on a 220-day work year. Employees working a shorter work year shall have their salaries prorated.

**Subd. a. Cell Phone:** All principals shall receive a \$50 per month stipend for use of a personal cell phone.

**Subd. b. Career Increment:** A career increment for those employees who have been with the District for fifteen years shall receive an additional \$1,000 beginning with the fifteenth year of employment. Said career increment shall annually be deposited in the employee's Health Care Savings Account.

**ARTICLE II  
INSURANCE**

**Section 1. Health Insurance.**

The Eveleth-Gilbert Board of Education agrees that each employee employed by the District in this unit shall have the privilege of enrolling in the District's cafeteria insurance plan which provides medical, dental, term life (\$58,000 with \$1,500 paid up at retirement) and disability insurances.

Effective August 1, 2017, the District shall contribute annually **\$9,724** in 2019-2020 and **\$10,015** in 2020-2021 single and **\$18,720** in 2019-2020 and **\$19,281** in 2020-2021 family toward the cafeteria plan.

**Section 2. Flexible Benefit Plan.**

The District shall provide a flexible benefit plan as per I.R.C. Section 125.

**ARTICLE III  
DEFERRED COMPENSATION**

**Section 1. Deferred Compensation:**

All full-time Administrators covered by this Agreement shall be eligible to participate in the Deferred Compensation Plan, which is subject to the rules of the State of Minnesota Deferred Compensation Plan, as entitled under MN. Stat. 352.96 and 356.24. Participation is limited solely to this State plan. Administrators will be provided with the opportunity to participate in any State approved company, provided that there are at least five (5) participating employees for each company.

**Section 2. Contributions.**

The District will contribute a maximum annual matching amount of \$2,600 during 2019-2020 and \$2675 during 2020-2021 for each full-time Administrator who enrolls. The district will contribute a lifetime maximum of \$45,000 to the employee's account.

**Section 3. Eligibility.**

To be eligible for contributions in school years 2019-2021, an administrator must be employed full time. After at least one year of full time employment, an Administrator shall continue to receive pro rata benefits under this section as long as he/she is employed half-time or more. Full time employment is 220 contract days or greater.

**ARTICLE IV  
EARLY RETIREMENT**

**Section 1. Early Retirement Incentive/Post Hospitalization.**

Severance pay shall be paid to an employee at the time of his/her retirement who has completed at least ten (10) years of service with the School District in accordance with the following provisions:

An Administrator who has completed at least ten (10) years but less than twelve (12) years of service with the district, upon retirement, shall be eligible to buy down 25% of his/her accumulated sick leave; an Administrator who has completed at least twelve (12) years but less than fifteen (15) years of service with the district, upon retirement, shall be eligible to buy down 50% of his/her accumulated sick leave; an Administrator who has completed at least fifteen (15) years of service with the district, upon retirement, shall be eligible to buy down 100% of his/her accumulated sick leave.

**Subd. a.** An eligible employee, upon retirement, shall receive credit for the number of unused accumulated sick leave days up to a maximum of 140.

**Subd. b.** The employee must give written notice of retirement to the Superintendent prior to April 1 if not returning for the following school year or three (3) months prior to retirement if retiring during the school year except in case of emergency involving serious illness or other justifiable cause. An employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

**Subd. c.** At retirement, an eligible employee covered by this agreement shall have the value of the employee's accumulated unused vacation and/or sick leave, based on the current daily salary deposited and placed in the employee's health care savings plan.

**Subd. d.** An employee who is discharged for cause prior to the age of mandatory retirement or who resign prior to age 55 shall not be eligible for benefits established under this plan.

## ARTICLE V LEAVES OF ABSENCE

### **Section 1. Sick Leave.**

At the beginning of each school year, each employee shall be credited with 15 days sick leave allowance to be used for absence caused by illness or injury of employee or for serious illness in the family. The unused portion of such allowance shall be accumulated from year to year to a maximum of 140 days.

**Subd. a. Catastrophic Illness Sick Leave:** If an employee with ten years or more of service, and who has at least 80% of their 140 day maximum leave allowance available prior to the catastrophic accident or illness, exhausts their available sick leave, then additional sick leave days shall be allowed up to a maximum of 40% of the days available prior to the catastrophe. Upon return to work, sick leave accumulation shall be reduced to ten days a year until the catastrophic sick leave days are repaid and the remaining five days a year shall be used to repay the catastrophic sick leave days.

**Subd. b. Sick Leave Guarantee:** The Board will provide for an employee who has exhausted his/her sick leave at the time of retirement \$1,000 which will be deposited into the employees' Health Care Savings Account.

### **Section 2. Death in the Family Leave.**

A leave of three days at full pay may be granted for any employee each time a death occurs in the immediate family of the employee or the immediate family of the employee's

spouse. Additional days may be granted upon the approval of the Superintendent. The immediate family of the employee or spouse shall include: mother, stepmother, father, stepfather, sister, brother, husband, wife, grandchild, guardian, member of household, adult or minor child, adult or minor stepchild, and grandparent.

### **Section 3. Emergency Leave.**

Emergency leave may be granted at the discretion of the Superintendent. Emergency leave is not to be considered personal leave.

### **Section 4. Jury Duty.**

If any employee must appear for jury duty or is subpoenaed for a judicial proceeding, he/she shall receive the difference between his/her regular pay and the compensation paid as a juror or witness. The employee shall exercise the right to secure exemption from the summons or the jury service.

### **Section 5. Medical Leave.**

An employee who is unable to perform his/her duty because of personal illness and who is on a long-term disability leave and who has exhausted all accumulated leave available, shall be granted additional leave of absence without pay for the duration of such illness or disability for up to one year. The leave may be renewed for one additional year upon written request of the administrator. The employee on such leave shall be permitted at his/her own expense to continue fringe benefits available to the rest of the employees.

### **Section 6. Personal Leave.**

A full-time employee may be granted 4 days of personal leave at the discretion of the Superintendent. Requests for personal leave must be made in writing to the Superintendent or his/her designee at least 3 days in advance except in cases of emergencies.

### **Section 7. Sabbatical Leave.**

The Board may grant up to one request for sabbatical leave of absence per year. Licensed principals shall be eligible for sabbatical leave after each seven years of work as a principal in Independent School District No. 2154. Sabbatical leave shall be granted on the basis of seniority. An application for sabbatical leave must be made on or before April 1st of each school year. Successful applicants will be notified on or before May 1 of that same year.

**Subd. a. Salary:** A Principal awarded sabbatical leave will be compensated at 3/4 salary on the current schedule plus medical, hospital and life insurance as provided all staff members. One-fourth of the salary would be paid at the commencement of the leave; one-

fourth upon completion of the first year of work upon return, and the balance after the second year of work. No extracurricular pay or extra duty pay will be included. Sabbatical leave shall be considered as employee service. The District shall not reimburse a principal for any costs related to university courses taken during this leave.

**Subd. b. Requirements:** In order to be granted a sabbatical leave, the principal must agree to satisfy the following requirements: The principal will undertake a program that is designed to help better perform his/her duties upon return. A Principal with training beyond the M.A. must submit for approval a summary of plan for study, research and/or minimum 30 quarter hours during a sabbatical leave year and one summer of equal work by writing a thesis or other work which has prior approval by the Superintendent. Failure to return to the District shall result in the return of all money received.

## **Section 8. Child Bearing/Child Rearing Leave.**

The District shall grant a maternity or child care leave, without pay, to any employee who makes written application for a leave for the purpose of providing prenatal or postnatal care to his or her natural-born or adopted child or children. The leave shall be granted subject to the following provisions:

**Subd. a. Child Bearing Leave:** Shall be allowed when a female employee wishes the leave of absence to begin prior to the time that she becomes physically unable to continue working because of pregnancy.

**Subd. b. Child Rearing Leave:** Shall be allowed to all employees upon the acquisition of a child, either by birth or adoption.

**Subd. c.** An employee shall have a right to a minimum total of six months leave under Subd. a and/or b.

**Subd. d.** The School District and the employee, by mutual agreement entered into prior to, during, or after the leave of absence, may extend the leave of absence provided for in this provision. Failure to return pursuant to the date determined under this section shall constitute grounds for termination unless such extension has been granted.

**Subd. e.** Following the conclusion of the above leave(s), the employee shall be reinstated to the same or a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

**Subd. f.** An employee may be required to provide verification for a child bearing and/or child rearing leave.

**Subd. g.** Written request for leave of absence must be submitted to the School Board at least 8 weeks prior to the date the leave is to commence.

**Subd. h.** Nothing in this provision shall preclude the right of an employee to use the sick leave provisions of Section I, except that the child bearing and child rearing leaves shall run consecutively if both types of leave are elected by the employee.

**Subd. i.** The School District shall not be required to grant a leave of longer than one school year, permit the administrator or supervisor to return to their employment prior to the date assigned, or alter or abrogate any implication of M.S. 122A.40.

**Subd. j.** Time spent on childcare leave shall not be included in the probationary period.

**Subd. k.** The employee and the School District may agree to establish the leave dates to coincide with the continuity of the instructional program for the students, the individual capacity of the administrator, and the specific employment duties of the administrator involved.

**Subd. l.** An administrator may be granted up to two (2) days, which will be deducted from sick leave, for adoption procedures. Additional leave, for extenuating circumstances, may be granted at the Superintendent's discretion. Such leave shall be deducted from sick leave.

**Subd. m.** While on leave, the administrator shall be granted the opportunity to participate in group insurance programs at his/her own expense.

## **ARTICLE VI PROFESSIONAL GROWTH**

### **Section 1.**

To provide principals an opportunity for professional growth, the beginning of the college summer session in June to the end of June may be used by principals no more than twice every six years for professional growth with the approval of the Superintendent. This would amount to rescheduling the principal's work schedule to work during those days normally considered days off (MEA/FT, Christmas, Easter, etc.).

**Subd. a.** All professional growth time by principals must be consistent with the position assignment of the principal and within the needs of the School District as determined by the Superintendent.

**Subd. b.** The District shall reimburse the licensed principal for tuition and books for up to a maximum of 9 credits/year.

**ARTICLE VII  
STATE CONVENTION ATTENDANCE**

**Section 1.**

Each principal may attend one state of convention per year. Attendance at state conventions is limited to those of which the employee is a member. Only one employee may be absent for state conventions at a time. The Board will provide the following costs.

- (a) Registration for the convention
- (b) Room costs through the convention registration center
- (c) Meal allowance of \$25.00 per day.

**Section 2.**

It is also understood that, should the District again experience budgetary problems, state convention attendance may be terminated.

**ARTICLE VIII  
PROFESSIONAL DUES**

**Section 1.**

The School District agrees to pay the annual membership dues to the appropriate national, state, and division association, either Elementary or Secondary.

**ARTICLE IX  
GRIEVANCE PROCEDURE**

If a principal or group of principals believes there has been a violation or misinterpretation of this Agreement, he/she shall discuss the matter verbally with the Superintendent in an attempt to arrive at a satisfactory solution. If a satisfactory settlement cannot be reached as a result of this meeting, the complaint or controversy shall be submitted in writing and processed through this grievance procedure. Alleged violations must be presented promptly and within ten (10) working days after the grievant acquired or should reasonable have acquired knowledge of the alleged violation. Failure to process the complaint to the grievance process within five working days after the informal verbal discussion eliminates this complaint from the use of the grievance procedure.

**Step I**

The written grievance signed by the principal(s) involved and the Eveleth-Gilbert Principals Association representative shall be presented to the Superintendent, who shall, within ten working days, meet with the principal(s) and his/her representative and give a

written answer to the grievance. Failure to meet the ten day limitation automatically settles the grievance in favor of the grievant. The grievant has five working days to appeal the grievance to the next step.

## **Step II**

If the grievance has not been resolved in Step I, it is then processed to Step II by presented it to the Superintendent of schools, who shall within ten working days set up a meeting, discuss the problem with the principal and the Association representative and submit his written answer to the Association representative. The grievant has five (5) working days in which to appeal to the next step. Failure to meet these time limitations automatically settles the complaint on the basis of the last answer.

## **Step III**

If the grievance is not resolved, the Association representative shall present the grievance to the School Board for consideration at that level. The Board shall, at its next scheduled meeting or within fifteen calendar days, meet with the Association representative and the grievant to discuss the matter and attempt to reach a satisfactory settlement. The Board shall have a maximum of fifteen calendar days in which to answer the grievance. If the matter is not resolved at this step, either party may request the Bureau of Mediation Services to review the grievance. The function of the Bureau of Mediation Services is limited to making recommendation.

## **Step IV**

If no solution to the grievance has been agreed upon through the above process, the parties shall meet within five working days in an attempt to pick an impartial arbitrator to hear the grievance. If the parties are unable to agree upon an arbitrator, they shall request a list of five names from the Director of the Bureau of Medication Services, State of Minnesota. The parties shall alternately strike names from the list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list until only one name remains. The remaining person shall be the arbitrator to hear and decide the grievance. If unable to agree as to whom shall strike the first name, the questions shall be decided by a flip of a coin. The parties shall share equally the costs of the arbitrator's fee and necessary expenses.

The decision of the arbitrator shall be final and binding upon the parties and shall be limited to the written grievance only. The arbitrator shall submit his/her written decision to the parties within ten calendar days and he shall have no power to add to, delete from, or modify the Agreement in any way.

**ARTICLE X  
TERMS OF AGREEMENT**

**Section 1.**

This Agreement shall be effective August 1, 2019, except as otherwise provided herein, and the term of this agreement shall be from August 1, 2019 to July 31, 2021, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

**Section 2.**

For not more than one hundred twenty days (120) and not less than ninety days (90) prior to July 31, 2021, the bargaining unit shall present its proposals for changes in this agreement to the School District and commence negotiations for a new agreement.

**Section 3.**

This agreement shall be effective upon acceptance by the administrators & supervisors covered under this Agreement and adoption by the School Board of Independent School District # 2154, Eveleth-Gilbert, St. Louis County, Eveleth-Gilbert, Minnesota.

Dated at Eveleth-Gilbert, Minnesota, this \_\_\_\_ day of April, 2020.

**Eveleth-Gilbert Administrators & Principals Association**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Independent School District #2154**

\_\_\_\_\_  
Chair Bill Addy

\_\_\_\_\_  
Clerk Kelly Sather

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Memorandum of Understanding**

### **UNREQUESTED LEAVE OF ABSENCE**

#### **Section 1. Purpose:**

The School Board may place on unrequested leave of absence, and without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

#### **Section 2. Definitions:**

Subd. 1. "Principal" shall mean a continuing contract principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals

#### **Section 3. Establishment of a Seniority List:**

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principals' bargaining unit.

Subd. 2. All principals will have a seniority date on the K-12 principal's seniority list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 5. In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification.

Subd. 6. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

#### **Section 4. Placement on Unrequested Leave of Absence.**

Subd. 1. The School Board may place on unrequested leave of absence, and without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Subd 2. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unity as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

### **Section 5. Reinstatement:**

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principals' right to reinstatement shall terminate if the principal fails to file with the board by April 1 of any year a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the

principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

# Index

Career Increment	3
Cell Phone	3
Child Bearing/Rearing Leave	7-8
Death in Family Leave	5
Deferred Compensation	4
Early Retirement	4-5
Emergency Leave	6
Flexible Benefit Plan	3
Grievance Procedure	9-10
Health Insurance	3
Jury Duty	6
Medical Leave	6
Memorandum of Understanding	12
Personal Leave	6
Professional Dues	9
Professional Growth	8
Sabbatical Leave	6-7
Salary Schedule	3
Sick Leave	5
State Convention Attendance	9
Terms of Agreement	11

Eveleth-Gilbert Schools

2020-2021 School Calendar

Option C

July					August					September							
		1	2	3	3	4	5	6	7		1	2	3	4			
6	7	8	9	10	10	11	12	13	14	7	8	9	10	11			
13	14	15	16	17	17	18	19	20	21	14	15	16	17	18			
20	21	22	23	24	T-1	24	25	26	27	28	T-20	21	22	23	24	25	
27	28	29	30	31	S-0	31					S-17	28	29	30			
											T-21	S-17					
October					November					December							
			1	2	2	3	4	5	6★		1	2	3	4			
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11			
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18			
T-20	19	20	21	22	23	T-19	23	24	25	26	27	T-16	21	22	23	24	25
S-20	26	27	28	29	30	S-18	30					S-16	28	29	30	31	
	T-41	S-37				T-60	S-55					T-76	S-71				
January					February					March							
				1	1	2	3	4	5	1	2	3	4	5			
4	5	6	7	8	8	9	10	11	12	8	9	10	11	12			
11	12	13	14	15	15	16	17	18	19	15	16	17	18	19			
T-20	18	19	20	21	22★	T-19	22	23	24	25	26	T-22	22	23	24	25	26
S-19	25	26	27	28	29	S-19						S-21	29	30	31		
	T-96	S-90				T-115	S-109					T-137	S-130				
April					May					June							
			1	2	3	4	5	6	7		1	2	3	4			
5	6	7	8	9	10	11	12	13	14	7	8	9	10	11			
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18			
T-19	19	20	21	22	23	T-20	24	25	26	27	28	T-4	21	22	23	24	25
S-19	26	27	28	29	30	S-20	31					S-3	28	29	30		
	T-156	S-148				T-176	S-168					T-180	S-171				
		No School				Student Days						Pupil Days	171				
		First & last pupil days				Q1	42					Inservice days	8				
		Teacher inservice days				Q2	41					Conf. Exchange Days	1				
		Student contact days				Q3	43					Teacher Contract Days	180				
		Mid-Term				Q4	46										
		★ Last day of marking period															