

Yellow Medicine East ISD 2190 School Board Meeting Agenda



Monday, March 12, 2012 at 5:30 PM
Regular Meeting
YME High School Board Room

| | |
|--|----|
| 1. Call to Order | 3 |
| 2. Approval of Agenda | |
| 3. Approval of February 13, 2012 Meeting Minutes | |
| 4. Opportunity for Citizens to Speak | |
| 5. Special Reports | |
| A. Early Childhood Program Report - H. Stukel | |
| B. Winter Activities Report - T. Knapper & Coaches/Advisors | |
| C. 2012-2013 Yellow Medicine Integration Collaborative Budget - R. Henderson | 5 |
| 6. Board & Committee Reports | |
| A. Finance Committee | 16 |
| B. Buildings & Grounds Committee | 17 |
| C. Policy Committee | 18 |
| 7. Reports | |
| A. Enrollment Report | 25 |
| B. Finance Report | 26 |
| C. Bert Raney Elementary Report - J. Kennedy | |
| D. YME High School Report - K. Norell | |
| E. Superintendent Report - A. Stoeckman | 27 |
| 8. Action Items | |
| A. Approval of Bills for Payment | 28 |
| B. Approval of 2012-2013 School Calendar | 32 |
| C. Approval of 2012-2013 Yellow Medicine Integration Collaborative Budget | |
| D. Approval of YME FFA Chapter Trip to Puerto Rico - March 2013 | |
| E. SW/WC Service Cooperative - Membership Renewal - Dues 2012-2013 | |
| F. SW/WC Service Cooperative - Cooperative Purchasing Services - 2012-2013 | |
| G. Quit Claim Deed - School District No. 61 Real Estate Transfer | 33 |
| H. Sale of H.A. Hagg Building, Clarkfield | 39 |

- 9. Personnel Items
 - A. Principal Contracts - J. Kennedy & K. Norell 45
 - B. Leave of Absence Request - C. Suter 47
 - C. JH Softball Coach - D. Baldry
 - D. Recognition of Volunteer Softball Coach - L. Carmany
 - E. Resignation - C-Squad Girls Basketball Coach - R. Jepson
- 10. Discussion Items
 - A. Administrative Structure
 - B. April Board Meeting Date
 - C. Future Board Meeting Times
- 11. Upcoming Events
 - A. Early Out - Large Group Music Contest - March 12, 2012 - 12:30 pm
 - B. No School - Staff Development Day - March 26, 2012
 - C. Board Work Session - March 26, 2012 - 4:30 pm
 - D. Ag in the Classroom - Clarkfield Site - April 3, 2012
 - E. No School - Spring Break - April 6 & 9, 2012
 - F. Board Meeting - April ?, 2012 - ?
- 12. Adjourn

YELLOW MEDICINE EAST PUBLIC SCHOOLS

Independent School District 2190

To: YME School Board Members
From: Allen Stoeckman, Superintendent
Date: March 9, 2012
RE: Board Meeting – March 12, 2012

The agenda notes for the March 12, 2012 Board meeting are as follows.

Supporting exhibits are posted on BoardBook. Please let Denise know if you will be unable to attend.

- | Item | Description |
|------|--|
| 1. | Call to Order |
| 2. | Approval of Agenda |
| 4. | Approval of February 13, 2012 Meeting Minutes |
| 4. | Opportunity for Citizens to Speak |
| 5. | Special Reports |
| A. | Early Childhood Program Report – H. Stukel <i>Helen will report on the move of Early Childhood programs to BRE, participation numbers, financial needs, and plans for 2012-2013.</i> |
| B. | Winter Activities Report – T. Knapper & Coaches/Advisors |
| C. | 2012-2013 Yellow Medicine Integration Collaborative Budget – R. Henderson <i>This is a report of programming that takes place among our collaborative school districts and the budget to fund these programs. Action to approve the budget will occur under “Action Items”.</i> |
| 6. | Board & Committee Reports |
| A. | Finance Committee <i>Tim Opdahl will report.</i> |
| B. | Buildings & Grounds Committee <i>Grant Velde will report.</i> |
| C. | Policy Committee <i>Steve Zumhofe will report.</i> |
| 7. | Reports |
| A. | Enrollment Report <i>Posted on BoardBook.</i> |
| B. | Finance Report |
| C. | Bert Raney Elementary Report – J. Kennedy |
| D. | YME High School Report – K. Norell |
| E. | Superintendent Report – A. Stoeckman |

8. Action Items
 - A. Approval of Bills for Payment
Recommend approval of bills as presented.
 - B. Approval of 2012-2013 School Calendar
Posted on BoardBook. Recommend approval.
 - C. Approval of 2012-2013 Yellow Medicine Integration Collaborative Budget
Approval of the budget as reported by Robin earlier in the meeting. Recommend approval.
 - D. Approval of YME FFA Chapter Trip to Puerto Rico – March 2013
The FFA Officers shared information on this trip at the February meeting. Recommend approval.
 - E. SW/SC Service Cooperative -Membership Renewal – Dues 2012-2013
 - F. SW/WC Service Cooperative – Cooperative Purchasing Services – 2012-2013
 - G. Quit Claim Deed – School District No. 61 Real Estate Transfer
Information is posted on BoardBook. Recommend approval.
 - H. Sale of H.A. Hagg Building, Clarkfield
Purchase agreement posted on BoardBook. The annual upkeep of the Clarkfield building is approximately \$60,000. Insurance costs will go up because the building is mostly vacant. Portions of the roof need replacement. Selling the building for \$1.00 will save the district annual expenses and relieves the district from future liabilities. Recommend approval.

9. Personnel Items
 - A. Principal Contracts – J. Kennedy & K. Norell
Karen receives a 1% for 2010-2011 and no increase for 2011-2012. Jodi's contract is increased by 10 days including a 1% increase. Recommend approval.
 - B. Leave of Absence Request – C. Suter
Cassie's written request for a childcare leave is posted on BoardBook. Recommend approval.
 - B. JH Softball Coach – D. Baldry
Mr. Baldry has decided to continue as JH softball coach. Recommend approval.
 - C. Recognition of Volunteer Softball Coach – L. Carmany
Leanne Carmany will serve as a volunteer softball coach. Recommend approval.
 - D. Resignation – C-Squad Girls Basketball Coach – R. Jepson
Recommend approval.

10. Discussion Items
 - A. Administrative Structure
Based on feedback from EMYME and looking at our diverse improvement needs, I recommend YME post for a secondary principal to directly guide the secondary staff.
 - B. April Board Meeting Date
There is no school on April 9 (Easter Monday). Is there a need to reschedule?
 - C. Future Board Meeting Times

11. Upcoming Events
 - A. Early Out – Large Group Music Contest – March 12, 2012 – 12:30 pm
 - B. No School – Staff Development Day – March 26, 2012
 - C. Board Work Session – March 26, 2012 – 4:30 pm
 - D. Ag in the Classroom – Clarkfield Site – April 3, 2012
 - E. No School – Spring Break – April 6 & 9, 2012
 - F. Board Meeting – April 9, 2012 – 7:00 pm

12. Adjourn

Use this worksheet to provide budget data needed to calculate FY13 integration revenue.
 Address general questions on Integration Revenue budget submission to the Education Innovation Team,
 651-582-8280. Return the completed worksheet by March 15th, 2012 to mde.integration@state.mn.us.
Electronic submission is required. Delete additional pages or those that do not pertain to your budget.

District Name: Yellow Medicine East
District Number: 2190
Superintendent: Alan Stoeckman
Collaborative: Yellow Medicine East Integration Collaborative
District Contact: Robin Henderson
Phone: 320-564-4082 # 116
E-mail: rhenderson@isd2190.org

Partner Districts:

| | | |
|----------|-------------|--|
| Canby | Dawson-Boyd | |
| Lakeview | Minneota | |
| Ivanhoe | | |
| | | |

List all Racially Identifiable school sites in your district:

| | |
|--------------------------------|---------------------|
| Integration Revenue | \$123,000.00 |
| Alternative Attendance Revenue | |
| TOTAL REVENUE | \$123,000.00 |

Integration Revenue Contributed to Collaborative \$ 12,300.00

Notes or Comments:

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2013 Integration Revenue budget that was approved by the school board.

Board Approval Date _____

School Board Chair _____ Date _____

Superintendent _____ Date _____

MDE Approval: _____ Amount: _____ Date: _____

District Number:

2190

District Name:

Yellow Medicine East

Please insert Inter-district integration goal #1 from your district's desegregation plan:
Provide opportunities to develop and practice integration
a. Classroom Partnership Projects
b. Cultural Awareness
c. Cultural Competency

| Line Item Description | UFARS Code (Required) | | | | Budgeted Amount | Actual Expenditures |
|---|-----------------------|------|-----|-----|--|--|
| Provide a short description of the expenditure. | ORG | PROG | FIN | OBJ | Provide the total amount budgeted for this line item | Resubmit this form with the actual FY13 expenditures by 12/1/13. |
| Collaborative Coordinator Salary | 005 | | 315 | 110 | \$9,000.00 | |
| Collaborative Coordinator FICA | | | 315 | 210 | \$689.00 | |
| Collaborative Coordinator PERA | 005 | | 315 | 214 | \$652.00 | |
| Collaborative Coordinator Supplies | | | 315 | 401 | \$1,200.00 | |
| Collaborative Coordinator Travel | 005 | | 315 | 366 | \$759.00 | |
| YMIC- HS Classroom Partnerships | 005 | | 315 | 305 | \$4,000.00 | |
| YMIC -Bert Raney Classroom Partnerships | 005 | | 315 | 305 | \$5,000.00 | |
| Busing | 005 | | 315 | 360 | \$500.00 | |
| Staff Development | 005 | | 315 | 305 | \$250.00 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | \$22,050.00 | \$ - |

PARTICIPATION INFORMATION

Participation from Racially Isolated District (RI):
Participation from Your District (if not the RI):
Participation from Other Member Districts:

| Projected (7/1/12) | | Actual | |
|--------------------|-------|----------|-------|
| Students | Staff | Students | Staff |
| 848 | 81 | | |
| | | | |
| 2359 | 279 | | |

Total Program Participation:

| | | | |
|------|-----|--|--|
| 3207 | 360 | | |
|------|-----|--|--|

Notes or Comments:

**Integration Revenue Budget Worksheet
FY13
Inter-District Budget: Goal 2**

District Number:

2190

District Name:

Yellow Medicine East

Please insert Inter-district integration goal #2 from your district's desegregation plan:
Inter-District Cultural Competency
a. Activities promoting communities of students learning together
i. Sports (Soccer)
ii. Art

| Line Item Description | UFARS Code (Required) | | | | Budgeted Amount | Actual Expenditures |
|--|-----------------------|------|-----|-----|--|--|
| | ORG | PROG | FIN | OBJ | | |
| Provide a short description of the expenditure | | | | | Provide the total amount budgeted for this line item | Resubmit this form with the actual FY13 expenditures by 12/1/13. |
| YMIC - Art Experience | 005 | | 315 | 305 | \$700.00 | |
| Art Supplies | 005 | | 315 | 430 | \$200.00 | |
| YMIC-Soccer | 005 | | 315 | 305 | \$200.00 | |
| Staff Development | 005 | | 315 | 305 | \$150.00 | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | \$1,250.00 | \$ - |

PARTICIPATION INFORMATION

Participation from Racially Isolated District (RI):
Participation from Your District (if not the RI):
Participation from Other Member Districts:

Total Program Participation:

| Projected (7/1/12) | | Actual | |
|--------------------|-------|----------|-------|
| Students | Staff | Students | Staff |
| 100 | 10 | | |
| | | | |
| 300 | 20 | | |
| | | | |
| 400 | 30 | | |

Notes or Comments:



District Number: 2190

District Name: Yellow Medicine East

Please insert Inter-District integration goal #3 from your district's desegregation plan:
Educational Programs to Address Language and Cultural Barriers
 a. Elementary foreign language programs/After School Programs
 b. Youth Leadership

| Line Item Description | UFARS Code (Required) | | | | Budgeted Amount | Actual Expenditures |
|---|-----------------------|------|-----|-----|--|--|
| Provide a short description of the expenditure. | ORG | PROG | FIN | OBJ | Provide the total amount budgeted for this line item | Resubmit this form with the actual FY13 expenditures by 12/1/13. |
| Youth Leadership Mini-Grant | 005 | | 315 | 305 | \$1,500.00 | |
| YMIC- History Classroom Partnership | 005 | | 315 | 305 | \$1,400.00 | |
| YMIC - 4th Grade Classroom Partnerhip | 005 | | 315 | 305 | \$500.00 | |
| After School Staff | 005 | | 315 | 185 | \$1,500.00 | |
| After School Staff FICA | 005 | | 315 | 210 | \$115.00 | |
| After School Staff PERA | 005 | | 315 | 214 | \$109.00 | |
| | | | | | | |
| After School Busing | 005 | | 315 | 360 | \$2,000.00 | |
| After School Supplies | 005 | | 315 | 401 | \$1,500.00 | |
| | | | | | | |
| Staff Development | 005 | | 315 | 305 | \$250.00 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | \$8,874.00 | \$ - |

PARTICIPATION INFORMATION

Participation from Racially Isolated District (RI):
 Participation from Your District (if not the RI):
 Participation from Other Member Districts:

| <u>Projected (7/1/12)</u> | | <u>Actual</u> | |
|---------------------------|-------|---------------|-------|
| Students | Staff | Students | Staff |
| 848 | 81 | | |
| | | | |
| 2359 | 279 | | |
| | | | |
| 3207 | 360 | | |

Total Program Participation:

Notes or Comments:

| |
|--|
| |
|--|

District Number:

District Name:

Please insert Inter-District integration goal #4 from your district's desegregation plan:
Supporting a Welcoming and Respectful Environment

| Line Item Description | UFARS Code (Required) | | | | Budgeted Amount | Actual Expenditures |
|---|-----------------------|------|-----|-----|--|--|
| Provide a short description of the expenditure. | ORG | PROG | FIN | OBJ | Provide the total amount budgeted for this line item | Resubmit this form with the actual FY13 expenditures by 12/1/13. |
| HS Liaison | 005 | | 315 | 144 | \$17,800.00 | |
| Liaison FICA | 005 | | 315 | 210 | \$1,362.00 | |
| Liaison PERA | 005 | | 315 | 214 | \$1,290.00 | |
| | | | | | | |
| BRE - Liaison | 005 | | 315 | 144 | \$17,800.00 | |
| Liaison FICA | 005 | | 315 | 210 | \$1,362.00 | |
| Liaison PERA | 005 | | 315 | 214 | \$1,290.00 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | \$40,904.00 | \$ - |

PARTICIPATION INFORMATION

Participation from Racially Isolated District (RI):
Participation from Your District (if not the RI):
Participation from Other Member Districts:

| Projected (7/1/12) | | Actual | |
|--------------------|-----------|----------|-------|
| Students | Staff | Students | Staff |
| 848 | 2 | | |
| 500 | 30 | | |
| | | | |
| 1348 | 32 | | |

Total Program Participation:

Notes or Comments:



District Number:

District Name:

Academic Success

- a. Prepare students for the future
- b. Career Exploration
- c. Address Achievement Gap

| Line Item Description | UFARS Code (Required) | Budgeted Amount | Actual Expenditures |
|---|-----------------------|--|--|
| ORG | PROG | FIN | OBJ |
| Provide a short description of the expenditure. | | Provide the total amount budgeted for this line item | Resubmit this form with the actual FY13 expenditures by 12/1/13. |
| HS Success Coach | 005 | 315 | 185 |
| Success Coach FICA | 005 | 315 | 210 |
| Success Coach PERA | 005 | 315 | 214 |
| HS Success Coach | 005 | 315 | 185 |
| Success Coach FICA | 005 | 315 | 210 |
| Success Coach PERA | 005 | 315 | 214 |
| BRE Success Coach | 005 | 315 | 185 |
| Success Coach FICA | 005 | 315 | 210 |
| Success Coach TRA | 005 | 315 | 218 |
| Success Coach Health | 005 | 315 | 220 |
| Success Coach Dental | 005 | 315 | 235 |
| Success Coach Life | 005 | 315 | 230 |
| Success Coach LTD | 005 | 315 | 199 |
| Staff Development | 005 | 315 | 305 |
| Busing | 005 | 315 | 360 |
| TOTAL | | | |
| | | \$49,922.00 | \$ - |

PARTICIPATION INFORMATION

Participation from the Racially Isolated School
 Participation from your district if not the RI
 Participation from other Member Districts

| | Projected (7/1/12) | | Actual | |
|---|--------------------|------------|----------|-------|
| | Students | Staff | Students | Staff |
| Participation from the Racially Isolated School | 848 | 81 | | |
| Participation from your district if not the RI | 2359 | 279 | | |
| Participation from other Member Districts | | | | |
| Total Program Participation: | 3207 | 360 | | |

Notes or Comments:



Yellow Medicine East - ISD 2190

School Board Finance Committee Agenda

January 23, 2012

1:00 PM

Conference Room

Jane Hagert

Steve Rupp

Tim Opdahl

LeeAnn Boushek

Allen Stoeckman

1. FY 12 Budget projected deficit
General \$316,400 Capital \$122,513
2. Revenue down
Enrollment declining, loss of compensatory aid (Free/Reduced applications down), stimulus dollars, and jobs dollars gone
3. FY 13 Budget projected deficit without reductions
General \$628,400
4. Reductions
Recommend \$400,000 for FY 13
5. Report to Board at work session on January 30

Sale of Clarkfield Building

Yearly Costs

| | |
|-------------|---------------------|
| Energy | \$45,000 - \$55,000 |
| Insurance | \$7,000 |
| Maintenance | \$10,000 - \$12,000 |

New Costs

| | | |
|-----------------------|----------|-------------------------------|
| Increase of insurance | \$19,000 | Liability due to being vacant |
|-----------------------|----------|-------------------------------|

Other

- Junior High activities could continue use of west gym and lockers rooms
- HeadStart program is leaving due to declining census numbers
- The Clarkfield community has fears and frustrations regarding the current condition of and the future of the building
- Investors want to remodel the center and east portions of the building to meet the needs of the Clarkfield community
- Sale would only include the school building and land beneath it. The school district would continue to own and maintain the athletic fields

Yellow Medicine East Schools

2012 Policy Review

Current

| | | |
|-------|---|------------------------------|
| 101 | Legal Status of the School District | No change |
| 101.1 | Name of the School District | No change |
| 102 | Equal Educational Opportunity | No change |
| 103 | Complaints - Students, Employees, Parents, Others | No change |
| 104 | School District Mission Statement | YME March Planning Mtg |
| 201 | Legal Status of the School Board | Six members? |
| 202 | School Board Officers | Dates regarding audit |
| 203 | Operation of the School Board | No change |
| 203.1 | School Board Procedures; Rule of Order | No change (Robert's card) |
| 203.2 | Order of the Regular School Board Meeting | No change |
| 203.5 | School Board Meeting Agenda | No change |
| 203.6 | Consent Agendas | No change |
| 204 | School Board Meeting Minutes | No change |
| 205 | Open Meetings and Closed Meetings | No change |
| 206 | Public Participation in School Board Meetings | Add, Board Action Delayed |
| 207 | Public Hearings | No change |
| 208 | Development, Adoption, and Implementation of Policies | Drop reference to Policy 415 |
| 209 | Code of Ethics | New code of ethics |
| 210 | Conflict of Interest | No change |
| 211 | Criminal or Civil Action Against School District | No change |
| 212 | School Board Member Development | No change |
| 213 | School Board Committees | Emphasize "advisory" |
| 214 | Out-of-State Travel by School Board Members | No change |
| 301 | School District Administration | No change |
| 302 | Superintendent | No change |
| 303 | Superintendent Selection | No change |
| 304 | Superintendent Contract, Duties, Evaluation | No change |
| 305 | Policy Implementation (Staff & Student Handbooks) | No change |
| 306 | Administrator Code of Ethics | No change |

Yearly Review in Policy 208

| | |
|-----|---|
| 214 | Out-of-State Travel |
| 413 | Harassment and Violence |
| 414 | Mandated Reporting of Child Neglect or Physical or Sexual Abuse |
| 506 | Student Discipline |
| 514 | Bullying Prohibition |
| 522 | Student Sex Nondiscrimination |
| 524 | Internet Use and Safety Policy |

New

| | |
|-----|--|
| 499 | Employee Email Policy or is it a procedure |
| 503 | Student Attendance |

Adopted: _____

MSBA/MASA Model Policy 209

Orig. 1995

Revised: _____

Rev. 2009

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD

MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD

MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:

1. Finance.
 2. Policy.
 3. Building and Grounds.
 4. Negotiations Committee(s) for various employee groups.
- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
 MSBA/MASA Model Policy 203 (Operation of the School Board –
 Governing Rules)
 MSBA Service Manual, Chapter 13, School Law Bulletin “C”
 (Minnesota’s Open Meeting Law)

YELLOW MEDICINE EAST ENROLLMENT UPDATE 2011-2012

| | SEPTEMBER | | | OCTOBER | | | NOVEMBER | | | DECEMBER | | | JANUARY | | |
|----------------|-----------|-----|-----|---------|-----|-----|----------|-----|-----|----------|-----|-----|---------|-----|-----|
| | BRE | HS | ENR | BRE | HS | ENR | BRE | HS | ENR | BRE | HS | ENR | BRE | HS | ENR |
| Kindergarten | 57 | | | 56 | | | 53 | | | 53 | | | 53 | | |
| First Grade | 69 | | | 69 | | | 68 | | | 65 | | | 65 | | |
| Second Grade | 53 | | | 53 | | | 54 | | | 51 | | | 51 | | |
| Third Grade | 56 | | | 56 | | | 55 | | | 55 | | | 56 | | |
| Fourth Grade | 48 | | | 49 | | | 50 | | | 47 | | | 47 | | |
| Fifth Grade | 48 | | | 47 | | | 48 | | | 48 | | | 48 | | |
| Sixth Grade | 72 | | | 72 | | | 72 | | | 72 | | | 72 | | |
| | 403 | | | 402 | | | 400 | | | 391 | | | 392 | | |
| Seventh Grade | | 61 | | | 63 | | | 62 | | | 62 | | | 62 | |
| Eighth Grade | | 54 | | | 56 | | | 55 | | | 55 | | | 55 | |
| Ninth Grade | | 88 | | | 89 | | | 88 | | | 87 | | | 87 | |
| Tenth Grade | | 70 | | | 71 | | | 70 | | | 70 | | | 69 | |
| Eleventh Grade | | 72 | | | 70 | | | 70 | | | 69 | | | 69 | |
| Twelfth Grade | | 80 | | | 81 | | | 79 | | | 79 | | | 79 | |
| | | 425 | | | 430 | | | 424 | | | 422 | | | 421 | |
| K-12 TOTAL | | | 828 | | | 832 | | | 824 | | | 813 | | | 813 |

| | FEBRUARY | | | MARCH | | | APRIL | | | MAY | | | LAST DAY OF SCHOOL | | |
|----------------|----------|-----|-----|-------|-----|-----|-------|----|-----|-----|----|-----|--------------------|----|-----|
| | BRE | HS | ENR | BRE | HS | ENR | BRE | HS | ENR | BRE | HS | ENR | BRE | HS | ENR |
| Kindergarten | 55 | | | 54 | | | | | | | | | | | |
| First Grade | 65 | | | 65 | | | | | | | | | | | |
| Second Grade | 51 | | | 52 | | | | | | | | | | | |
| Third Grade | 56 | | | 55 | | | | | | | | | | | |
| Fourth Grade | 47 | | | 45 | | | | | | | | | | | |
| Fifth Grade | 48 | | | 49 | | | | | | | | | | | |
| Sixth Grade | 72 | | | 69 | | | | | | | | | | | |
| | 394 | | | 389 | | | 0 | | | 0 | | | 0 | | |
| Seventh Grade | | 64 | | | 64 | | | | | | | | | | |
| Eighth Grade | | 55 | | | 55 | | | | | | | | | | |
| Ninth Grade | | 88 | | | 91 | | | | | | | | | | |
| Tenth Grade | | 69 | | | 70 | | | | | | | | | | |
| Eleventh Grade | | 68 | | | 68 | | | | | | | | | | |
| Twelfth Grade | | 82 | | | 80 | | | | | | | | | | |
| | | 426 | | | 428 | | 0 | | | 0 | | | 0 | | |
| K-12 TOTAL | | | 820 | | | 817 | | | 0 | | | 0 | | | 0 |

**Yellow Medicine East #2190
Board Report
Mar-12**

| 2011-12 | Original | Year to Date | Budget Balance | Percent | 2010-11 |
|----------------------------|-------------------|------------------|------------------|---------------|--|
| By Fund | 2011-12 | Expenditures | | Expended | YTD Expended |
| | | | | | On Original Budget |
| General | 9,142,494 | 5,747,537 | 3,394,957 | 62.87% | 63.79% |
| Food Service | 375,215 | 243,655 | 131,560 | 64.94% | 52.32% |
| Community Service | 326,926 | 187,320 | 139,606 | 57.30% | 53.44% |
| Debt Redemption | 75,145 | 75,076 | 69 | 99.91% | 99.91% |
| Debt Red. (Constr. Bonds) | 1,083,420 | 1,082,420 | 1,000 | 99.91% | 100.00% |
| OPEB Trust | 111,600 | 94,322 | 17,278 | 84.52% | 113.59% |
| OPEB Debt Service | 189,745 | 189,195 | 550 | 99.71% | 99.92% |
| Sub-total | 11,304,545 | 7,619,525 | 3,685,020 | 67.40% | |
| Building Project (Fund 06) | 1,565,435 | 1,565,435 | 0 | | 8,848,707 |
| Total | 12,869,980 | 9,184,960 | 3,685,020 | | Bldg Expense Includes FY10 & FY11 |

Year to date amounts include current month's accounts payables plus previous month's payroll.

Building Project Budget to equal amount expended (per Board budget approval June 2011)

Building Project expended to date: \$10,414,142

Salaries % expended to date (approximately)

| | | |
|------------------------|-----------------------------|--------|
| Contracted July-June | Supt/Finance/Maint/Comm Ed | 67.00% |
| Contracted August-July | Principals | 58.33% |
| Contracted Sept-August | Teachers/Fd Svc Supv/Nurses | 50.00% |
| 12 Month Non-certified | Secretaries | 67.00% |
| 12 Month Non-certified | Custodians | 62.00% |
| 9 Month Non-certified | Assistants/Cooks | 58.00% |

Liquid Asset Fund/Citizen's Alliance Money Market (Investments)

2/29/2012

| | | |
|--|----------------|------------------------------|
| Month End Cash Invested | \$1,457,795.07 | General Closing Market Value |
| Construction Account (QZABS 8.26 Mil) | \$219,960.78 | Facilities Project |
| Capital/Energy Bonds (QZABS 2.485 Mil) | \$19,127.74 | Facilities Project |

Electronic Fund Transfers/LAF Checks

| | | | From | To |
|-----------|---------------|---|----------|----------|
| 2/6/2012 | \$ 1,502.74 | Xcel Energy | F&M | Xcel |
| 2/10/2012 | \$ 82.20 | RevTrak Fees | LAF | Revtrak |
| 2/13/2012 | \$ - | Board Accounts Payable | LAF | GF Bank |
| 2/21/2012 | \$ 5,000.00 | Payroll (F&M Bank) | LAF | F&M Bank |
| 2/22/2012 | \$ 287,807.39 | Payroll (GF Bank direct deposits) | LAF | GF Bank |
| 2/23/2012 | \$ 200,000.00 | Board Accounts Payable | LAF | GF Bank |
| 2/27/2012 | \$ 150,000.00 | Board Accounts Payable (Payroll Bills) | LAF | GF Bank |
| 2/15/2012 | \$ 86,000.00 | Alt. Facilities Transfer (Money Mkt Acct) | Citizens | LAF |
| 2/15/2012 | \$ - | Energy/Capital Transfer (Money Mkt Acct) | Citizens | LAF |

Trust Fund (PERA) OPEB \$1,695,416.78 Ending 2/29/2012

Yellow Medicine East - ISD 2190

Superintendent Report

March 12, 2012

- Discussions for budget reduction or "right-sizing" the budget to our student enrollment is underway with the Administrative Team. EMYME has also been invited to share ideas of ways to reduce expenditures. All aspects of the budget are being studied: administration, bus routes, supplies, staff development, support staff, certified staff, and teachers. Once the high school course registration process is complete, teaching assignments will follow with the goal to only offer courses with registrations of 15 or more students. The Administrative Team will present a list of proposed reductions to the Finance Committee at its next meeting. Any unrequested leaves of absence for tenured teachers must be completed by July 1.
- Brandon Raymo, Elaine Hauger, Karen Longren and I attended a Digital Learning Seminar this past week. Ten other school districts (metro to rural) also attended to hear information regarding the move to electronic textbooks. Based on the MRVED curriculum review cycle, reading/language arts is up for review and possible adoption of new curriculum. The 7-12 English department has reviewed hard copy samples of textbooks and would like to move in the direction of electronic textbooks. The information from the seminar we attended was helpful and will be used to develop curriculum materials used with mobile technology.
- YME is one of 5 school districts to be awarded a grant through the Upper Minnesota Valley Regional Development Commission to provide desktop computers for families who do not have a computer at home. Also with the grant, a stipend will be provided to assist families in receiving Internet access. The hope is to have families identified and selected to receive a computer by June.
- As a followup to food service discussions last fall, I have been calling families with an overdue balance. Currently more than \$10,000 is past due.

| CHECK CHECK | | | |
|-------------|------|--------------------------------|------------|
| NUMBER | DATE | VENDOR | AMOUNT SB |
| 000012764 | | AMERICAN FAMILY LIFE ASSURANCE | 340.94 |
| 000012765 | | AMERITAS LIFE INSURANCE CORP. | 453.95 |
| 000012766 | | BECKLER, DEB | 204.35 |
| 000012767 | | CARMANY, LEANNE | 130.04 |
| 000012768 | | GAFFANEY MIKE | 455.25 |
| 000012769 | | INTERNAL REVENUE SERVICE | 187.00 |
| 000012771 | | MADISON NATIONAL LIFE | 2,496.73 |
| 000012772 | | MCDOWELL AGENCY, INC. | 8.00 |
| 000012773 | | MSEA | 1,042.04 |
| 000012774 | | MVCC | 1,110.72 |
| 000012775 | | 154200 NCPERS MN | 80.00 |
| 000012776 | | KAREN NORELL | 571.23 |
| 000012777 | | PPL- LEGAL SHIELD | 25.90 |
| 000012779 | | PRINCIPAL MUTUAL LIFE | 6,957.01 |
| 000012780 | | REISHUS, ZEE ANNE | 165.67 |
| 000012781 | | SCHULTE, TREVOR | 400.00 |
| 000012782 | | SELECT ACCOUNT | 1,740.00 |
| 000012783 | | SW/WC SVC. COOP - HEALTH INS. | 48,294.61 |
| 000012784 | | VERIZON | 34.61 |
| 000012785 | | Y.M.E.E.A. | 3,326.77 |
| 201100096 | | ING SERVICE CENTER | 16,037.14 |
| 201100097 | | FEDERAL TAX WITHHOLDING | 87,700.86 |
| 201100098 | | MN TEACHERS RETIREMENT ASSOC. | 32,904.36 |
| 201100099 | | PUBLIC EMPLOYEES RETIREMENT | 17,426.08 |
| 201100100 | | STATE TAX WITHHOLDING | 15,908.46 |
| 201100101 | | ING SERVICE CENTER | 8,400.00 |
| | | Totals for 02/24/2012 | 246,401.72 |
| 000012786 | | ADAMS MOTOR COMPANY | 135.00 |
| 000012787 | | ADVOCATE TRIBUNE | 933.67 |
| 000012788 | | AMAZON.COM CREDIT | 62.51 |
| 000012789 | | AMERICAN WELDING AND GAS | 1,370.63 |
| 000012790 | | ANACONDA SPORTS | 151.85 |
| 000012791 | | ANDERSON, CINDY | 76.92 |
| 000012792 | | ANOKA-HENNEPIN SCH. DIST. 11 | 1,750.00 |
| 000012793 | | APPLE COMPUTER, INC. | 50.00 |
| 000012794 | | ARCHIPELAGO LEARNING | 101.45 |
| 000012798 | | BENNETT & BENNETT INC. | 81,196.42 |
| 000012799 | | BRAIN POP | 195.00 |
| 000012800 | | BREMMER RYAN | 45.50 |
| 000012801 | | CALLOWAY HOUSE, INC. | 62.88 |
| 000012802 | | CANBY SCHOOL DISTRICT #891 | 250.00 |
| 000012803 | | CARL'S BAKERY | 64.89 |
| 000012804 | | CARLSON AND STEWART REFRIG. | 718.28 |
| 000012805 | | CASEY'S | 97.57 |
| 000012806 | | CDW GOVERNMENT, INC. | 669.63 |
| 000012807 | | CENEX CREDIT CARD | 807.54 |
| 000012808 | | CENTURY LINK | 62.80 |
| 000012810 | | CITY OF GRANITE FALLS | 10,705.22 |
| 000012811 | | CITY OF GRANITE FALLS | 300.00 |
| 000012812 | | CLINICARE CORPORATION | 1,671.72 |
| 000012813 | | COMPVIEW INC | 94.50 |
| 000012814 | | COUNTRYSIDE PUBLIC HEALTH | 110.00 |
| 000012815 | | CULLIGAN | 24.95 |
| 000012816 | | DAVE'S ELECTRIC CO | 254.51 |
| 000012817 | | DEAN FOODS NORTH CENTRAL, INC. | 3,165.78 |

| CHECK CHECK | | | |
|-------------|------|--|------------|
| NUMBER | DATE | VENDOR | AMOUNT SB |
| 000012818 | | DINN BROS | 37.25 |
| 000012819 | | DISCOUNT SCHOOL SUPPLY | 249.83 |
| 000012820 | | DOLLAMUR INC. | 15,345.00 |
| 000012821 | | DOLLAR STOP | 60.00 |
| 000012822 | | DYRDAHL LUMBER & CONSTRUCTION | 2,953.04 |
| 000012823 | | EAP CONSULTANTS | 210.60 |
| 000012827 | | ECONOMART | 1,937.43 |
| 000012828 | | ESPINOZA, ADELA | 33.22 |
| 000012829 | | FARM & HOME PUBLISHERS, LTD | 40.90 |
| 000012830 | | FARMERS UNION OIL CO. | 218.00 |
| 000012831 | | FIRST CHOICE FOOD & BEVERAGE SOLUTIONS | 1,144.80 |
| 000012832 | | FIRST TECHNOLOGIES INC. | 760.00 |
| 000012833 | | FRONTIER TELEPHONE | 177.43 |
| 000012834 | | GOOGLE, INC. | 11.79 |
| 000012835 | | GRANITE FALLS AUTO PARTS | 137.66 |
| 000012836 | | GRANITE FALLS OFFICIALS ASSOC. | 2,550.00 |
| 000012837 | | GRANITE FLORAL & GREENHOUSE | 118.00 |
| 000012838 | | GRAPHIC EDGE | 339.00 |
| 000012839 | | GREAT PLAINS NATURAL GAS CO | 9,174.02 |
| 000012840 | | HAAN CRAFTS | 64.05 |
| 000012841 | | HANSEN SHARPENING SERVICE | 118.24 |
| 000012842 | | HAZELDEN PUBLISHING | 99.00 |
| 000012843 | | HDL | 65.54 |
| 000012844 | | HEARTLAND AUDIO | 38,115.91 |
| 000012845 | | HEARTLAND WOOD PRODUCTS | 2,197.64 |
| 000012846 | | HENDERSON, ROBIN | 202.60 |
| 000012847 | | HILDI INC | 695.00 |
| 000012848 | | HILLYARD/HUTCHINSON | 4,871.42 |
| 000012849 | | HOBART SALES & SERVICE | 1,347.45 |
| 000012850 | | IKON OFFICE SOLUTIONS | 1,406.91 |
| 000012851 | | INNOVATIVE OFFICE SOLUTIONS | 668.15 |
| 000012852 | | INSTRUMENTALIST PRODUCTS CO. | 174.00 |
| 000012853 | | ISCORP | 195.50 |
| 000012854 | | IVERSON, JEFFREY | 161.60 |
| 000012855 | | JA UNIFORMS | 668.50 |
| 000012856 | | JAHN, ELIZABETH | 16.64 |
| 000012857 | | JIM'S CLOTHING & SPORTING GOOD | 191.25 |
| 000012858 | | JMC COMPUTER SERVICE INC | 5,211.52 |
| 000012859 | | JOSTEN'S | 642.35 |
| 000012860 | | KENNEDY, JODI | 271.98 |
| 000012861 | | KILOWATT COMMUNITY CENTER | 2,605.00 |
| 000012862 | | KLOCKIT | 75.87 |
| 000012863 | | KLUKSDAL, DALLAS | 225.00 |
| 000012864 | | KNAPPER, TIMOTHY | 2,016.81 |
| 000012865 | | LAKESHORE LEARNING MATERIALS | 512.61 |
| 000012866 | | LAVOIE, SHEILA | 1,349.76 |
| 000012867 | | LONGSTRETH SPORTING GOODS | 235.80 |
| 000012868 | | LUTHER CREST | 2,748.00 |
| 000012869 | | LUTHERAN SOCIAL SERVICE | 150.00 |
| 000012870 | | MARSHALL INDEPENDENT | 148.20 |
| 000012871 | | MINNESOTA ELEVATOR, INC. | 319.84 |
| 000012872 | | MN FEED DISTRIBUTORS | 264.00 |
| 000012873 | | MN RIVER VALLEY EDUCATION DIST | 16,000.00 |
| 000012874 | | MUSIC MART | 17.09 |
| 000012875 | | MUSIC STREET | 308.34 |
| 000012876 | | MVCC | 124,000.00 |

| CHECK CHECK | | | |
|-----------------------|------|--------------------------------|------------|
| NUMBER | DATE | VENDOR | AMOUNT SB |
| 000012877 | | MVTV | 52.95 |
| 000012878 | | NAEIR | 30.00 |
| 000012879 | | NELSEN'S CLEANERS & LAUNDERERS | 25.26 |
| 000012880 | | NEW DOMINION SCHOOL | 3,173.10 |
| 000012881 | | OFFICE MAX CONTRACT INC. | 199.04 |
| 000012882 | | OLSON SANITATION INC. | 1,129.50 |
| 000012883 | | ON DECK SPORTS | 166.00 |
| 000012884 | | PAN-O-GOLD BAKING CO. | 963.96 |
| 000012885 | | PEARSON EDUCATION | 72.90 |
| 000012886 | | PLAYSCRIPTS | 218.26 |
| 000012887 | | POPPLERS MUSIC STORE | 64.85 |
| 000012888 | | QUILL CORPORATION | 223.88 |
| 000012889 | | R & H THEATRICALS | 1,558.50 |
| 000012890 | | RATWICK, ROSZAK & MALONEY, P.A | 2,937.06 |
| 000012891 | | REALLY GOOD STUFF | 159.70 |
| 000012892 | | REINHART INST FOODS | 12,486.60 |
| 000012893 | | RENVILLE SALES INC | 246.21 |
| 000012894 | | RILEY BUS SERVICE, INC. | 1,593.00 |
| 000012895 | | RTS | 162.91 |
| 000012896 | | RUTLEDGE DENINE | 167.83 |
| 000012897 | | RYER PLUMBING INC. | 308.13 |
| 000012898 | | SAWMILL | 1,257.35 |
| 000012899 | | SCHAFFFRAN, JANE | 11.19 |
| 000012900 | | SCHOOL NURSE SUPPLY, INC. | 149.45 |
| 000012901 | | SCHOOL SPECIALTY SUPPLY, INC. | 95.62 |
| 000012902 | | SOUTHWEST MN STATE UNIVERSITY | 7,375.00 |
| 000012903 | | SOUTHWEST WHOLESALE | 5,545.13 |
| 000012904 | | SPORTDECALS INC | 155.85 |
| 000012905 | | STOECKMAN, ALLEN | 196.36 |
| 000012906 | | SUBWAY | 45.00 |
| 000012907 | | SUTER, JACOB | 19.28 |
| 000012908 | | SW/WC SERVICE COOP - MARSHALL | 2,825.00 |
| 000012909 | | TEACHER DIRECT | 16.48 |
| 000012910 | | TEAM EXPRESS | 283.85 |
| 000012911 | | TECH CHECK | 24.00 |
| 000012912 | | THRIFTY WHITE DRUG | 30.87 |
| 000012913 | | TJOSVOLD EQUIPMENT | 44.15 |
| 000012914 | | TRUE VALUE-GF/MONTE | 430.34 |
| 000012915 | | U.S. BANK TRUST | 431.25 |
| 000012916 | | VIKING COCA-COLA | 2,105.75 |
| 000012918 | | VISA | 1,121.74 |
| 000012919 | | WEIDAUER, BARRY | 61.95 |
| 000012920 | | WEST CENTRAL TAE KWON DO | 608.00 |
| 000012921 | | WEST MUSIC | 26.40 |
| 000012922 | | WINGERT, DAVID | 138.00 |
| 000012923 | | XCEL ENERGY | 33.32 |
| 000012924 | | YME SCHOOL ACTIVITY ACCOUNT | 650.00 |
| 000012931 | | YME SCHOOLS-ADM | 22,298.58 |
| 000012933 | | YME-FOOD SERVICE | 670.14 |
| Totals for 03/12/2012 | | | 421,578.45 |
| Totals for BNK05 | | | 667,980.17 |
| Totals for checks | | | 667,980.17 |

F U N D S U M M A R Y

| <u>FUND</u> | <u>DESCRIPTION</u> | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 01 | GENERAL FUND | 230,426.38 | 0.00 | 371,012.36 | 601,438.74 |
| 02 | FOOD SERVICE | 6,371.65 | 0.00 | 25,362.08 | 31,733.73 |
| 04 | COMMUNITY SERVICE | 7,330.52 | 274.00 | 8,180.75 | 15,785.27 |
| 07 | DEBT REDEMPTION | 0.00 | 0.00 | 431.25 | 431.25 |
| 09 | TRUST FUND | 159.14 | 0.00 | 0.00 | 159.14 |
| 25 | REVOCABLE TRUST (FY10) | 0.00 | 0.00 | 18,432.04 | 18,432.04 |
| *** | Fund Summary Totals *** | 244,287.69 | 274.00 | 423,418.48 | 667,980.17 |

***** End of report *****

Yellow Medicine East 2012-2013 School Calendar



The school day begins at 8:15 am and ends at 3:00 pm.

171 Student Contact Days - 184 Teacher Contract Days

| July 2012 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| August 2012 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| September 2012 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| October 2012 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| November 2012 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| December 2012 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| | |
|--------------------------------|----------------------------------|
| School Board Meeting | July 9 |
| School Board Meeting | August 13 |
| Work/Staff Development Days | August 28 & 30 |
| Staff Development Day (MRVED) | August 29 |
| Labor Day | September 3 |
| First Day of School | September 4 |
| School Board Meeting | September 10 |
| Early Out | September 19 |
| School Board Meeting | October 8 |
| Staff Development Day (MRVED) | October 17 |
| Education MN Break | October 18-19 |
| End of 1 st Quarter | November 1 (40 Days) |
| Work/Staff Development Day | November 2 |
| School Board Meeting | November 12 |
| Early Out | November 21 |
| Thanksgiving Break | November 22 & 23 |
| School Board Meeting | December 10 |
| Winter Break | December 24-January 1 |
| New Years Day | January 1 |
| School Board Meeting | January 14 |
| End of 2 nd Quarter | January 17 (45 Days) |
| Work/Staff Development Day | January 18 |
| Staff Development Day (MRVED) | January 21 |
| School Board Meeting | February 11 |
| Staff Development Day | February 15 |
| Presidents Day | February 18 |
| Early Out | February 20 |
| School Board Meeting | March 11 |
| End of 3 rd Quarter | March 26 (44 Days) |
| Work/Staff Development Day | March 27 |
| Staff Development Day (MRVED) | March 28 |
| Spring Break | March 29-April 1 |
| School Board Meeting | April 8 |
| Early Out | April 17 |
| Prom | May 4 |
| School Board Meeting | May 13 |
| Memorial Day | May 27 |
| End of 4 th Quarter | May 30 (42 Days) |
| Work Day | May 31 |
| Graduation | May 31 |
| School Board Meeting | June 10 |
| <i>February 18</i> | <i>1st Makeup Day</i> |
| <i>April 1</i> | <i>2nd Makeup Day</i> |
| <i>May 31</i> | <i>3rd Makeup Day</i> |

| January 2013 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| February 2013 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

| March 2013 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| April 2013 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| May 2013 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| June 2013 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

Up to two days (16 hours) will be used for Parent-Teacher Conferences and scheduled by the administrators. The board reserves the right to amend or adjust the calendar.

- First/Last Day of School
- Work Day and/or Staff Development Day
- Early Out - Dismiss at 12:30 - Staff Development
- Holiday and/or Break
- End of Quarter
- School Board Meeting

Board Approved:

LAW OFFICES

KRAFT, WALSER, HETTIG, HONSEY & KLEIMAN

A PROFESSIONAL LIMITED LIABILITY PARTNERSHIP

107 NORTH NINTH STREET
P.O. BOX 148
OLIVIA, MN 56277-0148
(320) 523-1322
FAX (320) 523-1328

DONALD H. WALSER*
STEVEN E. HETTIG†
DANIEL B. HONSEY**
CHRISTOPHER A. KLEIMAN
SENE M. ZUPKE**

lawoffice@kraftwalser.com
www.kraftwalser.com

131 SOUTH MAIN STREET
P.O. BOX 129
HUTCHINSON, MN 55350-0129
(320) 587-8150

JOHN H. KRAFT
(Retired)

February 17, 2012

Yellow Medicine East School Board
c/o District Office
450 9th Avenue
Granite Falls, MN 56241

In re: School District No. 61 - Real Estate Title Matter

Our office represents the seller of farm real estate located in Section 20, Township 116, Range 38, in Renville County. A title examination revealed that School District No. 61 in Renville County, now known as Independent School District 2190, was given a one-half acre parcel in Section 20 for use as a site for a school house. Although the property is no longer used by the School District as a school site, and for all intents and purposes has been abandoned, title to the one-half acre parcel is still in School District No. 61. Therefore, to provide marketable title to the property, it is necessary to obtain a deed from Independent School District 2190 conveying title to the buyer, Michael Stamer. The seller has agreed to pay all of the costs associated with this matter.

To that end, enclosed is a Certificate of Resolution of School Board Authorizing Sale and Confirming Legal Description. The Certificate of Resolution more specifically describes the title issue in this matter as well as authorizes the Board's Chair and Clerk to execute and deliver a Quit Claim Deed transferring title from the School District to the buyer. Please review the Resolution and, if satisfactory, adopt it at your next regularly scheduled meeting.

Also enclosed is a Quit Claim Deed in which Independent School District 2190 transfers title in the one-half acre parcel to Mr. Stamer. The deed should be signed by the Board Chair and the Clerk in front of a notary public.

Please return both the executed Certificate of Resolution and Quit Claim Deed to our office in the enclosed self-addressed, stamped envelope. We will then record both documents with the Renville County Recorder.

If you have any questions or concerns, please do not hesitate to contact me.

FEB 21 2012

We appreciate your willingness to assist our office in resolving this matter.

Sincerely,

KRAFT, WALSER, HETTIG,
HONSEY & KLEIMAN

BY: *Sene M. Zupke*
Sene M. Zupke

smz
Enclosures

**CERTIFICATE OF RESOLUTION
OF SCHOOL BOARD AUTHORIZING SALE
AND CONFIRMING LEGAL DESCRIPTION**

WHEREAS, Independent School District No. 2190-01, also known as Yellow Medicine East School District (referred also herein to as the “School District”), is the successor by merger or consolidation of School District No. 61 of Renville County, and is an Independent School District under the laws of Minnesota; and,

WHEREAS, Minnesota Statutes §123B.51 grants the school board of the School District (the “School Board”) the power to sell or exchange school houses or sites, and execute deeds of conveyance thereof; and,

WHEREAS, the School Board acknowledges that certain real property was conveyed to School District No. 61 in Renville County by Warranty Deed dated December 23, 1893, and recorded in the office of the County Recorder, Renville County, Minnesota, on February 19, 1894, in Book 19 of Deeds at page 107, for use as a site for a school house for the common schools of said district; and that the legal description of the real property so conveyed by said deed (the “Real Property”) is real property situated in Renville County, Minnesota, described as follows:

One-half acre in the Northeast corner of the North Half of the Southeast Quarter of Section 20, Township 116, Range 38.

WHEREAS, there has been no school house located on the Real Property; and said Real Property is known to have been vacated, abandoned and unused by said School District No. 61 of Renville County, or by the undersigned School District, as a site for a school house for the common schools of the School District, or for any other school or school district purpose, or for any other public purpose whatsoever, since not later than _____, and upon reasonable and diligent inquiry, for many years prior thereto; and,

WHEREAS, Michael Stamer (the "Grantee"), in his own name, and by and through his various predecessors in interest and record chain of title, has been in exclusive possession, use and control of said Real Property, and claims exclusive right, title and interest in and to said Real Property through purchase, chain of record title, abandonment, reversion, right of reverter, right of entry, and estoppel; and,

WHEREAS, Grantee has made application to the School Board for assistance in the delivery of a deed to effect the transfer and conveyance of any interest that the School District may have in the Real Property to Grantee; and,

WHEREAS, the School Board does not assert any claim, right, title or interest in or to, the Real Property adverse or superior to that of Grantee, and is agreeable to assist Grantee in his efforts to clear this title to the Real Property;

NOW THEREFORE, be it resolved by the School Board of Independent School District No. 2190-01, a/k/a Yellow Medicine East School District:

1. That the legal description of the Real Property that is the subject of this Resolution is confirmed as real property situated in Renville County, Minnesota, described as follows:

One-half acre in the Northeast corner of the North Half of the Southeast Quarter of Section 20, Township 116, Range 38.

2. That the School Board asserts no claim, right, title or interest, in or to the Real Property adverse or superior to that of Michael Stamer, the named Grantee herein.

3. That it is in the best interest of the School District and of the public to assist Grantee in his efforts to clear his title to said Real Property; and that that said Real Property be thereafter properly added to the property tax roles of the School District, and thereby assist in the future financial support of the School District and the public.

4. That _____, the board chair, and _____, the clerk, of the School Board, are hereby authorized to execute and deliver a quit claim deed to the Real Property from the School District, as grantor, to Grantee, as grantee.

5. That the above Resolution was adopted by the School Board at its regularly scheduled meeting on _____, 2012.

Certified this _____, 2012, by the undersigned, the duly qualified and acting Clerk of the School Board of Independent School District No. 2190-01, a/k/a Yellow Medicine East School District, the successor by merger or consolidation of School District No. 61, of Renville County, an Independent School District under the laws of Minnesota.

INDEPENDENT SCHOOL DISTRICT NO. 2190-01,
A/K/A YELLOW MEDICINE EAST SCHOOL DISTRICT

Clerk

ATTEST:

Board Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF YELLOW MEDICINE)

The foregoing was acknowledged before me on _____, 2012
by _____ and _____,
the clerk and board chairperson of Independent School District No. 2190-01, a/k/a Yellow
Medicine East School District, the successor by merger or consolidation of School District No. 61,
of Renville County, an Independent school District under the laws of Minnesota, on behalf of said
Independent School District No. 2190-01.

Notary Public

This instrument was drafted by:

KRAFT WALSER LAW OFFICE, PLLP
P.O. Box 148
107 North Ninth Street
Olivia, MN 56277

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of the day of ^{March} ~~February~~, 2012 (the "**Effective Date**"), between the Yellow Medicine East School District, or its assigns, (hereinafter "**Seller**") and XXXXX, LLC, a Minnesota limited liability company or assigns, (hereinafter "**Buyer**").

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises, agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell to Buyer, and buyer agrees to purchase from Seller all of the following (hereinafter referred to as "**Property**"):
 - (a) That certain real property located at XXX 10th Street, Clarkfield, Minnesota, 56223; said property legally described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**"), including all right, title and interest of Seller in and to all adjacent streets, alleys, and rights-of-way and including all tenements, hereditaments, easements, access rights and parking rights benefiting the Property. Purchase Price to include additional steam boiler furnace currently located on the Property.
 - (b) Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be One Dollar and No/100's (\$1.00). The Purchase Price shall be paid upon execution of this Agreement.
2. Lease Contingencies. This Agreement is contingent upon the completion of the following lease transactions.
 - (a) Execution of a lease agreement between the Buyer and Clarkfield Area Charter School to occupy space in Property.
 - (b) Execution of a lease agreement between Clarkfield Area Charter School and Yellow Medicine East School District to sublease space in Property.
3. Examination of Title. As soon hereafter as reasonably possible, but in no event more than thirty (30) days after the Effective Date, Seller shall cause to be furnished to Buyer an Abstract of Title or Registered Property Abstract, fully certified to date, setting forth the state of title to the Property, and all exceptions and restrictions of record, including deed restrictions liens, and covenants, and reflecting marketable title in and to the Property, and including appropriate searches covering bankruptcies, federal and state judgments and liens, and federal and state tax liens. (Such Abstract shall herein be the "**Title Evidence.**") Buyer shall then have fifteen (15) business days after receipt of the Title Evidence to render objections to title in writing to Seller. If any objection is made, Seller shall have thirty (30) from the date of such objection(s) to have such objection(s) removed or satisfied during which time any performance required hereunder by Buyer shall be stayed. If Seller, in the exercise of due diligence, is unable to have such objection(s) removed within that time, Buyer's sole remedies shall be to either: (a) terminate this Purchase Agreement by written notice given to Seller without any liability on Buyer's part; or (b) take title subject to such objection(s).
4. Delivery of Documents upon Execution. Within 5 days after the Effective Date of this agreement, Seller will deliver to Buyer true and correct copies of all leases, contracts and permits in connection with the Property. Such leases, contracts and permits are in full force and effect and to the best of Seller's knowledge are not in default. To the extent available to Seller, Seller will also deliver to Buyer true and correct copies of all warranties, plans, specifications, surveys and environmental reports pertaining to the property.

5. Due Diligence: Investigation, Access and Indemnification. Buyer shall have 30 days after the Effective Date of this agreement to investigate site conditions of the Property (Due Diligence Period). Such due diligence investigation shall include, but not be limited to, such matters as environmental conditions, soil conditions, and physical conditions of the Property. During the Due Diligence Period, Seller shall allow Buyer and Buyer's agents reasonable access to the Property without charge and at all reasonable times and with reasonable advance notice for the purpose of the reasonable investigation, planning and testing, provided that Buyer and Buyer's agent shall act in accordance and with respect to any terms of existing leases effecting the property. Buyer shall perform, at its sole cost and expense, examination and inspections relative to the site conditions of the Property. Buyer will use efforts in minimize any interference with the existing tenants currently occupying the Property. Buyer agrees to restore any resulting damage to the Property and shall indemnify, hold harmless and defend Seller from any and all claims by a third person of any nature whatsoever arising from Buyer's right of entry hereunder, including all actions, suits, proceedings, demands, assessments, costs, expenses and attorneys fees. Buyer's indemnification obligations shall survive Closing or the termination of the Agreement.

If as a result of such investigation, Buyer determines: (i) that the leases, contracts and permits are not acceptable: (ii) that the buildings, structures, improvements, personal property or mechanical, electrical or other internal systems are not in proper working order, then, in any such events, Buyer shall have the right to give notice to Seller that it wishes to terminate this Agreement and, upon such notice being given, this Agreement shall be null and void.

6. "AS IS". Buyer acknowledges that the Property is presently owned by the Yellow Medicine East School District. As such, Seller makes no representations or warranties whatsoever with respect to title to the Property or its physical characteristics, environmental condition, or suitability for Buyer's intended use, and, if Closing occurs, Buyer agrees to take the Property in an "as-is" "where-is" condition. Seller agrees to remove all furniture, fixtures and equipment currently located on Property. Buyer agrees to allow Seller to store excess furniture, fixtures and equipment on Property until June 15, 2012.

7. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER:

To the best of Seller's knowledge, Seller hereby represents to Buyer as follows:

- a) That Seller has received no notice of and has no knowledge of any proposed or pending proceeding to change or redefine the current zoning classification of all or any part of the Property.
- b) That Seller has marketable title to the Property, free and clear of any and all liens and encumbrances except matters disclosed on the title evidence to be delivered to Buyer.
- c) That there is no action or proceeding pending against Seller or any part of the Property that, if determined adversely as to Seller or the Property, would have a material adverse effect on title to or the enjoyment, use or value of the Property, or that could interfere with the consummation of the transaction contemplated by this Agreement, and, to the best of Seller's knowledge, no such action or proceeding is contemplated or threatened by any party.
- d) To the best of Seller's knowledge, that no Hazardous Material has been released or removed from, or placed, held, located or disposed of on, under or at the Property or any part thereof, and no part of the Property has ever been used for disposal, storage or treatment (whether permanent or temporary) site for any Hazardous Material. For purposes of this Agreement, "Hazardous Material" means and included any hazardous substance, pollutant, contaminant or regulated substance defined in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any applicable so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, the Solid Waste Disposal Act, as amended, or any other applicable laws, rules and regulations, as is now in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including

asbestos or any substance or compound containing asbestos, petroleum products and distillates and any other hazardous, toxic or dangerous waste, substance or material. Seller has limited knowledge as to its historical use.

- e) As of the closing date, that there are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Property, and no person, firm or entity has any right of refusal, option or other right to acquire all or any part of the Property.
- f) That except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing; there shall be no debts, liabilities or obligations of Seller with respect to the Property outstanding as of the Closing Date.
- g) That to the best of Seller knowledge there is no existing, proposed or contemplated eminent domain proceeding, or private purchase in lieu thereof, relating to the Property or any portion thereof.
- h) That Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, as amended, and any applicable regulations promulgated hereunder.
- i) That each and every undertaking and obligation of Seller under this Agreement and any collateral agreement shall be performed by Seller timely when due.
- j) That to the best of Seller's knowledge, there are no aboveground tanks, ~~underground tanks~~ or private sewer treatment systems on the Property.
- k) Seller shall not enter into any new leases or contracts or modify, renew, or terminate any existing leases or contracts prior to the closing without Buyer's prior written consent.
- l) To Seller's knowledge, no methamphetamine production has occurred on or in the Property.

All covenants, representations, and warranties shall survive the closing hereunder for a period of Twenty-four (24) months subsequent to the closing, at which time the same shall no longer be enforceable and actionable. In the event any representation or warranty shall be discovered to have been untrue as of the closing date or Seller shall fail to perform each and every covenant, Seller shall indemnify and hold Buyer harmless with respect to any loss, cost, expense, damage or liability (including reasonable attorney's fees) resulting there from.

8. Default: If Buyer defaults under the terms of this Agreement, Seller may seek any and all remedies available in law or at equity, including the right to recover from Buyer damages for nonperformance or specific performance of this Agreement. If Seller defaults under this Agreement, Buyer may seek any and all remedies available in law or at equity, including the right to recover from Seller damages for nonperformance or specific performance of this Agreement.

9. Closing/ Possession. The closing of the purchase and sale (the "Closing") shall take place on or before April 30, 2012. The Closing shall take place at a location the Seller and Buyer may mutually determine. Possession shall be delivered on the Closing Date.

10. Taxes/ Assessments. Seller shall pay all special assessments levied or pending as of the Closing Date. Seller shall pay all taxes due and owing for years prior to the year of Closing. Real estate taxes payable in the year of the Closing shall be prorated to the Closing Date.

11. Closing Documents. At Closing, Seller shall execute, as appropriate, and deliver to Buyer the following:

- (a) A general Warranty Deed conveying marketable fee simple title to the Property subject only to Permitted Encumbrances.
- (b) A standard form Affidavit of Seller.
- (c) Any other items or documents affecting the conveyance and sale of the Property that may be reasonably requested by Buyer that may be necessary to carry out the purpose and intent of this Agreement.

At Closing, Buyer shall execute, as appropriate, and deliver to the Seller the following:

- (a) Any other items or documents affecting the conveyance and sale of the Property that may be reasonably requested by Seller that may be necessary to carry out the purpose and intent of this Agreement.
12. Closing Costs. Buyer shall be responsible for payment of the state deed tax. Seller and Buyer will share equally the closing fee charged by the Title Company. Seller will pay all utility costs incurred on the Property prior to the Closing Date. Each party shall pay its own legal fees and other expenses in connection with the transaction contemplated by this Agreement.
13. Commissions. Seller & Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement.
14. Miscellaneous. The following general provisions govern this Agreement.
- (a) Time of Essence. Time is of the essence of this Agreement;
 - (b) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in Minnesota;
 - (c) Notices. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, or by reputable overnight courier, sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

If to Seller:
Attn:

If to Purchaser:
Attn:

If either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the original of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set

forth above are fully complied with. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party;

- (d) Complete Agreement. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at Closing;
- (e) Attorneys' Fees and Costs. In the event of any litigation arising out of breach or claimed breach of this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses incurred in connection therewith, including attorneys' fees and costs;
- (f) Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which, taken together, shall be construed as one document;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER

YELLOW MEDICINE EAST SCHOOL DISTRICT

By: _____

Its: _____

BUYER

XXXXXX, LLC
a Minnesota limited liability company

By: _____

Its: _____

EXHIBIT A

Legal Description

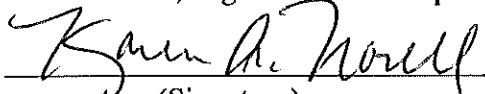
CONTRACT AGREEMENT
Yellow Medicine East Senior High School Principal

Whereas the Yellow Medicine East School District Board of Directors, of Independent School District #2190, has agreed to extend an employment contract to **KAREN NORELL** to fulfill the responsibilities of the Secondary School Principal Position, this contract is drafted to specify the components of that agreement. Those components include:

1. A Salary amount of \$93,359 for the 2010-2011 school year and \$93,359 for the 2011-2012 school year with employment days based on a 230-duty day contract per year and every year after unless otherwise altered. It is understood that legal holidays, including Christmas Day, New Years Day, July 4th, Good Friday, Memorial Day, Labor Day, and Thanksgiving Day, are not included in the number of contracted working days and are non-duty days. The contract will begin on August 1, 2010.
2. The Health Insurance benefit provided is an amount \$11,000 for 2010-2011 and 2011-2012 school years. Dental insurance premiums will be covered up to \$1,100. Life insurance is provided at 12/9ths of the rate in the teacher Master Agreement. LTD will provide coverage for an individual premium.
3. The principal will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code. Eligibility for Deferred Compensation 403(b) option is authorized with five previous years of administrative experience or upon start of the second year in the district (whichever is applicable). Participation benefits are offered at 12/9ths of the provisions of the schedule provided in the Certified Staff Master Agreement.
4. Hospitalization / Medical Insurance upon retirement to be negotiated at the time of retirement as it has been with other certified staff.
5. Compensation for vandalism to personal property, up \$500 per incident, for property damage caused by students as it relates to position responsibilities.
6. Dues benefit up to \$900 per year.
7. Disability Days accumulated at 15 days the first year, as per teacher contract, and at 12 additional days every year after, to a maximum of 90 days.

The Yellow Medicine East School District and Karen Norell, who is a member of the Yellow Medicine East Administrative Association, agree that the components as outlined are agreed upon, and that this document constitutes a contract settlement for the 2010-2011 and 2011-2012 school years.

FOR:
Karen Norell, High School Principal



(Signature)

3-5-2012

(Date)

FOR:
Yellow Medicine East Schools #2190

Grant Velde, Chairperson

(Date)

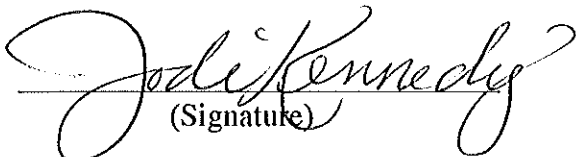
CONTRACT AGREEMENT
Yellow Medicine East Elementary Principal

Whereas the Yellow Medicine East School District Board of Directors, of Independent School District #2190, has agreed to extend an employment contract to **JODI KENNEDY** to fulfill the responsibilities of the Elementary School Principal Position, this contract is drafted to specify the components of that agreement. Those components include:

1. A salary amount of \$78,655 for the 2011-2012 school year based on a 225 duty day contract year and every year after unless otherwise altered. It is understood that legal holidays, including Christmas Day, New Years Day, July 4th, Good Friday, Memorial Day, Labor Day, and Thanksgiving Day, are not included in the number of contracted working days and are non-duty days. The contract will begin on August 1, 2011.
2. For the 2011-2012 school year only, 5 additional days will be added for an additional compensation of \$1,750 dollars ($\$78,655/225 \text{ days} = \$350/\text{day} \times 5 = \$1,750$).
3. The Health Insurance benefit provided is an amount of \$11,000 a year. Dental insurance premiums will be covered up to \$1,100 a year. Life insurance is provided at \$108 per year (12/9ths of the rate in the teacher Master Agreement). LTD will provide coverage for an individual premium.
4. The principal will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code. Participation benefits are offered at \$1,067 per year (12/9ths of the provisions of the schedule provided in the Certified Staff Master Agreement).
5. Hospitalization / Medical Insurance upon retirement to be negotiated at the time of retirement as it has been with other administrative staff.
6. Compensation for vandalism to personal property, up to \$500 per incident, for property damage caused by students as it relates to position responsibilities.
7. Dues benefit up to \$900 per year.
8. Disability Days accumulated at 15 days the first year, as per teacher contract, and at 12 additional days every year after, to a maximum of 90 days.

The Yellow Medicine East School District and Jodi Kennedy agree that the components as outlined are agreed upon, and that this document constitutes a contract settlement for the 2011-2012 school year.

FOR:
Jodi Kennedy, Elementary School Principal


(Signature)

3-5-12

(Date)

FOR:
Yellow Medicine East Schools #2190

Grant Velde, Chairperson

(Date)

MAR 09 2012

March 9, 2012

Dear YME Board Members:

I am writing to inform you of my intentions to utilize leave under the Family and Medical Leave Act. I would like to use any available sick leave for whatever contract days fall within the first 6 weeks that I am out on this leave upon the birth of my child. These leaves will be taken in accordance with the Master Contract Agreement.

Attached you will find the required medical certificate signed by Dr. Stan Antkowiak. This medical certificate has my expected date of delivery set at May 23rd, 2012.

My intention is to work up until the actual date of delivery with my sick leave to begin on that day. I intend to take 7 days as my leave and return on the first contract day of the 2012/2013 school year (projected to be August 28, 2012).

Please let me know if you need additional information. Thank you.

Sincerely,



Cassandra Suter, RN

Health Services Coordinator- YME School District