



Our goal is to work in cooperation with all other education organizations to address the specific needs of schools.

Please copy and share this newsletter with your colleagues.

<p>Ray V. Patrick Executive Director 710 N College St Suite C Warrensburg, MO 64093 Phone (660) 747-8050 Fax (660) 747-8160 rpatrick@moare.com Website: www.moare.com</p>	<p>“Very informative,” “Received some very useful information from the vendors,” were many of the positive comments that we received. <b>THANK YOU</b> to everyone that participated in the 2015 MARE/MoK-8 conference, MARE/MoK-8 will be doing it again on Thursday afternoon October 20 through Saturday morning October 22 <u>moving to The Lodge of 4 Seasons</u>. The success of this conference is due to the contributions/associations that support the program and the generous sponsorship of individual events.</p> <p><b><u>A special Thank You to our C</u></b></p> <p><b>Platinum Level:</b> Claim Care, Inc. CTS Group Forrest T. Jones &amp; Company MO EdCounsel, LLC</p>
<p><b><u>MARE Calendar</u></b> <b><u>2015-2016</u></b></p>	<p><b>Bronze Level:</b> eRate Program, LLC Inter-State Studio &amp; Publishing Midwest Transit Equipment</p>
<p><b>Board Meeting</b></p>	<p><b>Specific Events Sponsors:</b></p>
<p>March 7, 2016 Jefferson City - 10:00 a.m.</p>	<p><u>Banquet Sponsor</u> – Missouri EdCounsel, Inc. <u>Evening Reception</u> – CTS Group, Forrest T. Jones &amp; Company <u>Program Printing</u> – Capstone Insurors and Services, Inc. <u>Refreshment Breaks</u> – Claim Care, Inc. and Forrester T. Jones &amp; Company <u>Breakfast with Vendors</u> – Capstone Insurors and Services, Inc. <u>Conference Photography</u> – Inter-State Studio &amp; Publishing <u>Lanyards</u> – IMS</p>
<p>May 2, 2016 Jefferson City 10:00 a.m.</p>	<p>With the 2016 Legislative Session now underway, MARE will have an impact on the daily operation of the legislature by doing a great job of tracking those pieces of legislation and their respective legislator(s) as bills are introduced.</p>
<p>July 30, 2016 Jefferson City 10:00 a.m.</p>	<p>In mid March, Jerry Cochran and I will make a presentation on the Legislative Agenda for the National Rural Education Association to advocate for the children of rural America’s public school in the national forums in which our organization could have a national impact. This year’s meeting attendees will hear how ESSA works for rural areas, the challenges, and successes of education technology in rural areas. I am the Assistant Secretary for Rural Outreach in the U.S. Department of Education.</p>
<p><b>Board Training</b> May 20&amp;21 Maryville Holiday Inn Express</p>	<p>At the January, MARE Executive Board Meeting, we discussed some work that had recently been prepared for the 2016 legislative session. The research on achievement gaps over a four-year period. The results were identified for this research. As more information is gathered, we will identify districts to be successful in closing the gap, and the results will be included in a future newsletter.</p>
<p>June 3 &amp; 4 Poplar Bluff Holiday Inn</p>	<p>As always, please do not hesitate to contact me if you have any questions or need more information.</p>
<p>June 17 &amp; 18 Bolivar Comfort Inn October 20 -22 Lake Ozark Lodge of 4 Seasons (part of MARE/MO K-8 Conference</p>	<p>Ray V Patrick, EdD. MARE Exec. Director</p>

Years of Service to Missouri Rural Schools”



izations, but our programs and effort will be designed to meet the  
ols in rural Missouri.

h board members and other school staff.

ful information,” “ Good selection of topics,” and “ Was glad to see so many ven-  
that attendees shared about the 2015 MARE/MoK-8 Joint Conference. A big  
as an attendee, presenter, and/or exhibitor. Because of the success of this joint  
gain with the Fall 2016 Conference. The 2016 fall conference will be held on  
aturday morning, October 22. The joint conference is also changing locations.  
cess of every conference, in addition to the attendees, also goes to those organiza-  
activities. The 2015 Conference added level sponsorships in addition to the

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rway, it should be noted that several bills have been introduced that, if approved,  
f our school districts. The School Administrators Coalition representatives are  
legislation as they are moving forward. Please be prepared to respond to your  
d and debated.

e our annual trip to Washington D.C., to participate in setting the 2016 Federal  
ducation Advocacy Consortium (NREAC). The purpose of the consortium is to  
public schools. The consortium is committed to represent the interests of rural  
h such issues are decided and in a state when an issue affecting rural schools  
eeting will be especially interesting with the passage and signing of ESSA as the  
al schools. Other topics (presentations) will include the challenges, opportuni-  
in rural schools and a round-table discussion with Lucy Johnson, Deputy Assis-  
. Department of Education.

ting, Shelley Billig, Vice President of RMC Research (formerly McREL) discussed  
on Rural Missouri School Districts that had made great strides in narrowing the  
Districts with high Economic Disadvantages (high Free/Reduced Lunch count)  
nformation is put together, it is hoped that the factors that have allowed these  
will be made available for other rural districts. A complete report will be in-

us with questions or needed support for your school district programs.

**Missouri Association of Rural Education**

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**2015-2016**

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## Missouri Rural Water Association

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## MISSOURI ASSOCIATION OF RURAL EDUCATION Superintendent Search Services



### About the Service...

The role of the MARE Superintendent Search Service is to assist your board in the procurement of a quality superintendent who will lead the district to ensure a quality education for all students.

The Board of Education will receive customized services through the collaborative work with the search service as we design the timeline to embrace complete commitment to the search including, but not limited to: recruitment, screening, reference checks, scheduling and protocol for candidate interviews, planning meetings with the board and onsite visits. The MARE Search Service approach is *flexible*; recognizing the expectations and needs of each board varies.

### How Much Does It Cost?

The cost of the MARE Superintendent Search Service is based on the school district enrollment and the services requested. MARE will work with the board to design a search process that will address the district needs and schedule. MARE prides itself in being able to help school districts locate and employ leaders in a very cost competitive manner.

In an effort to maintain cost effectiveness, MARE's superintendent searches make significant utility of technology to facilitate its work with boards of education who are seeking interested candidates. Mailings, notifications, listings, reviews, profiles, and other search techniques are efficiently designed and delivered to allow MARE to offer its search services at a reasonable cost to the school district. The following charges apply:

District Enrollment	Charges	District Enrollment	Charges
500 students or less	\$2,800	2501 – 3000 students	\$5,300
501 – 1000 students	\$3,300	3001 – 3500 students	\$5,800
1001 – 1500 students	\$3,800	3501 – 4000 students	\$6,300
1501 – 2000 students	\$4,300	Above 4000 students	\$6,800
2001 – 2500 students	\$4,800		

If a school district is current in their annual membership with MARE, the above professional charges will include the official mailings to every district in the state of Missouri. If a non-member district engages MARE to conduct their superintendent search, MARE will include in the above professional charges cost of the mailings plus their fee will include a full year's membership in the MARE organization for that school district.

### MARE Search Service Information...

The association provides the service as part of our continued commitment to foster strong board/superintendent relationships and to enhance school district leadership in Missouri. School districts interested in more information about the superintendent search services should forward inquiries to:

#### MARE

Dr. Mike Jinks, Lead Search Consultant 116 Fairview Ave Warrensburg, MO. 64093 Cell: (660) 441-7473	Dr. Paul Ricker, Search Consultant 1889 Bittersweet Road Lake Ozark, MO. 65049 (573) 365-4703
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You may also email [patrick@moare.com](mailto:patrick@moare.com) or call MARE Superintendent Search Services at 660-747-8050 to learn more about our service or to begin the search process.

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**Missouri EdCounsel is a mission-based education policy, and strategy to drive legal solutions exclusively through litigation before the Missouri Supreme Court to ensure our mission is to serve the legal needs of public schools.**

The choice of a lawyer is an important decision and one that should not be made lightly.



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**You Got Served: A Practical Guide for  
School Districts and School Employees**

As society becomes increasingly litigious, school districts and school district employees often find themselves in the middle of legal battles to which the district itself is not a party, but instead, where a party to a lawsuit believes the school has information that would be helpful to the party's cause. Often times, the attorneys representing parties in litigation do not have a firm grasp on the intricacies of FERPA and various board policies regarding information maintained by a school district, which can lead to poorly drafted subpoenas or the service of a subpoena on the wrong school district employee. This is important to note because failing to comply with a lawful subpoena could lead a court to hold the recipient in contempt of court.

This article will provide you with information about the most common types of subpoenas school districts and school district employees receive when the school district is not a party to a lawsuit, and step-by-step guidance for how to appropriately and adequately respond.

Rule 58.02 of the Missouri Rules of Civil Procedure sets forth the rule related to subpoenas issued to non-parties for the production of "documents and things." Rule 26.02 of the Missouri Rules of Criminal Procedure operates similarly and allows for the subpoena of "documentary evidence and of objects." This type of subpoena, commonly referred to as a "subpoena duces tecum," is perhaps the most common sort of subpoena issued to school districts and their employees, and is essentially a demand for records or items the recipient has in his or her possession, and not verbal testimony at a court hearing.

The other common type of subpoena received by school districts and school employees is a subpoena that specifically calls for the appearance of the recipient to testify at a hearing. This type of subpoena may also require the recipient to bring certain records, documents, or items with them to the hearing, in addition to the recipient providing witness testimony during the hearing.

The first step upon receiving a subpoena is to determine if the subpoena is requesting documents/evidence/objects, witness testimony by the recipient, or both. If the subpoena is requesting documents or records, the recipient (whether that be the district's records custodian, a classroom teacher, an administrator, or otherwise) should determine if he or she has documents or records that are responsive to the subpoena. For example, it

**Compliance with Subpoenas Served on  
School District Employees**

is not uncommon for a subpoena requesting attendance records to be served on a classroom teacher or Board President, neither of whom would be the custodian of attendance records for the district.

If the recipient does not have the records being requested by the subpoena, it is appropriate to proceed in one of two ways: One option is for the recipient of the subpoena to appear at the time and place designated on the subpoena without the records requested, and provide the explanation that he or she did not have the requested records in his or her possession to produce. The second option is to make contact with the attorney for the party who issued the subpoena, or to have counsel for the district do so, and explain that the recipient of the subpoena does not have the requested records and request that the recipient be released from the subpoena. If the attorney issuing the subpoena agrees to release the recipient, be sure to request an email, or some other written documentation, confirming the agreement to release the recipient from the subpoena.

If the recipient does have the records being requested in the subpoena, it is possible that the party issuing the subpoena will release the recipient from the obligation to appear at the time and place designated in the subpoena, if the recipient is willing and able to provide the requested records in advance of that date and time, making the appearance itself unnecessary. A phone call to the attorney for the party issuing the subpoena would serve to clarify whether appearance is necessary or required. As advised above, if the attorney agrees to allow the recipient to produce records in lieu of appearance, the recipient should ensure that the agreement is memorialized in writing, and further document that the records requested were provided to the appropriate party.

Often times, the party in the lawsuit may be requesting records he or she would be entitled to receive without a subpoena. For example, a student's education records are frequently requested via subpoena by the parent or guardian of a student for matters related to child custody. As educators know, but many general practice attorneys do not know, a parent or guardian is entitled to inspect the education records of his or her student pursuant to FERPA and district

policy, and subpoena power is not necessary to compel production of

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## Ten Tips for S

By Mike Ringen, FLIT



A positive School Board/Superintendent relationship is one of the most important for a school district. Superintendents and Boards set the example, model positive behaviors, and exhibit some of the most important qualities necessary to produce effective leadership. It takes work from all parties to put individual differences aside and bring together ALL kids.

1. Communication, Communication, Communication.....and Collaboration
  - Provide Board Reports at Board Meetings
  - Send weekly memo each Friday to Board Members
2. Understanding Your Role
  - The Board provides Governance (Setting Policy)
  - The Superintendent provides Administration (Managing the District)
3. Provide Vision and Goals for the District
  - 3-5 year Budget Plan
  - Strategic Plan
4. Receive Training and Professional Development
  - Model learning for the District Staff
  - Stay current on the issues
  - Keep the district moving forward
5. Work Sessions Beyond the Regular Meetings
  - Creative Problem-Solving
  - Understanding different perspectives
  - Evaluate district goals and objectives
6. Be Familiar With Board Policies
  - Develop a process to review sections of policy each month
  - Follow your Policies
7. Develop Trust
  - Consider everyone as equals
  - Practice consistent honesty
  - Focus on district goals, not personal goals
  - Do what's best for all kids
8. Maintain Relationship and Communication with your Attorney
  - Use their expertise
  - Keep small problems from becoming larger ones
9. Embrace Staff and Community Input
  - Provide opportunities



## School Leaders

Leaders Consulting



Leaders

One of the most important requirements for producing an effective, successful school is to have school leaders who model positive behavior, and lead the direction of the school. Following is a list of school leaders. Being “on the same page” does not happen by accident. It requires school leaders to bring their similarities together in order to move forward and do what is best for

collaboration

(The School)

at board meeting

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Missouri School Projects	65
Repeat Customers	41%
Buildings Improved	141
Students Impacted	63,836



## Wrestling with C Is a Coach Liable for Injuries

By: Con  
Mickes Goldm

School district employees that serve as coaches are responsible for ensuring, as much as possible, that those players conduct themselves properly. It is easier said than done. No matter how safe a coach attempts to make a student under his or her supervision may suffer an injury, the student or risk that the student will attempt to hold the coach and the school liable. They allege that the coach's negligence resulted in his or her injury. Is there an allegation? The answer may be the doctrine of official immunity of the Missouri Court of Appeals for the Western District of Missouri discussed in *Woods v. School District* supervising practice.<sup>1</sup>

In *Woods*, the middle school's wrestling coach oversaw a team of middle school wrestlers. No other coaches or district personnel supervising grade wrestlers was allegedly injured while participating in the school wrestling team. That student then filed suit and sought damages.

In his lawsuit, the student alleged that the coach owed a duty of care to the student's welfare by ensuring that the student was properly supervised during practice. The student further alleged that the coach breached this duty by allowing the student to participate in practice as a high school wrestler. The student experienced and larger high school wrestler." In defense, the coach argued that he was afforded by the doctrine of official immunity because his actions were discretionary. The wrestling coach at the school and were fully discretionary. Official immunity protected him because there was no statutory duty to conduct wrestling practice. Thus, the pivotal issue for the court was whether official immunity. Official immunity is designed to protect public employees in the performance of their duties.<sup>3</sup>

A discretionary act requires the exercise of reason and judgment as to what course of action should be pursued.<sup>4</sup> The official immunity doctrine protects public employees when they are acting in a ministerial capacity. A ministerial act is one of a nature which a public officer is required to perform upon the command of the mandate of legal authority, without regard to his or her own opinion as to what should be performed."<sup>6</sup> To be liable for official acts, a public employee must have a duty or a duty imposed by statute or regulation. The student argued that the coach's ministerial duties of following the school district's administrative policies ("MSHSAA") policies, bylaws, rules and regulations concerning wrestling practice. The court's policies, the court concluded that they did not specifically prohibit the coach to conduct a wrestling practice. According to the court, "determination of whether the coach was left to the discretion of the coach."

<sup>1</sup>— S.W.3d --- (September 29, 2015) (WD 78040).

<sup>2</sup>To establish a claim for negligence, a plaintiff in Missouri must prove: (1) a legal duty against unreasonable risks of harm; (2) a breach of that duty; (3) a proximate cause of the plaintiff's person or property. *Cook v. Smith*, 33 S.W.3d 548, 553 (Mo. banc 2000).

<sup>3</sup>*Davis v. Lambert-St. Louis Int'l Airport*, 193 S.W.3d 760, 765 (Mo. banc 2006).

<sup>4</sup>*Id.* at 763.

<sup>5</sup>*Southers v. City of Farmington*, 236 S.W.3d 603, 610 (Mo. banc 2008).

<sup>6</sup>*Id.*

**Official Immunity:  
to Student Athletes at Practice?**

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responsible for supervising their players at practice and en-  
selves in a safe and competitive manner. Of course, this  
tempts to make his or her practices, there is always a risk that  
y. Any injury to a student athlete comes with the added  
e district liable. In such a scenario, the student athlete will  
ury. But what legal defense does the coach have for such  
immunity. In the recent case of *Woods v. Ware*, the Court  
the doctrine of official immunity as it applies to coaches su-

aw a practice that involved both high school wrestlers and  
nnel were present. During that practice, one of the eighth  
n a drill performed with another wrestler from the high  
ight damages from the coach on the basis of negligence. <sup>2</sup>

ed the student a duty to provide for the student's safety and  
vised and instructed while engaged in wrestling practice.  
duty by instructing the student to wrestle a "much more ex-  
he coach asserted that he was entitled to the protection af-  
tions were in the course and scope of his responsibilities as  
nary. Specifically, he asserted that the doctrine of official  
or departmentally-mandated duties regarding how he was  
the court to decide was whether the coach was entitled to  
t individual public employees who must exercise discretion

nd discretion in determining how an act should be done or  
mmunity doctrine, however, does not provide immunity for  
capacity.<sup>5</sup> A ministerial function is one which is "of a clerical  
a given state of facts, in a prescribed manner, in obedience  
wn judgment or opinion concerning the propriety of the act  
employee must violate either a departmentally-mandated  
ent in *Woods* asserted that the coach failed to carry out his  
and Missouri State High School Activities Association  
erning the supervision of students. After reviewing the dis-  
ifically defined what it means to properly supervise or con-  
nining how to supervise and conduct the wrestling practice

gal duty on the part of the defendant to use ordinary care to protect the plain-  
ate cause between the breach and the resulting injury; and (4) actual damages  
(App. W.D. 2000)  
(06)

GUIN MUNDORF

*When Experience*



Left to Right: Steve Book, Bryan Meyer, Barney Mundorf, Sarah Knoploh, James

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## EARLY SEPARATION AND HOW TO REDUCE STAFF, SAVE MONEY

By Celynda L. Brasher

Tueth Keeney Cooper M

### **Important Warnings! (Be Alert!)**

The law changes frequently in the area of “retirement” incentives, “early separation” incentives, “early notification,” and severance pay – especially regarding tax issues. In addition, the law is not the same across all judicial circuits. The federal courts, the IRS, and the Social Security Administration do not always agree among themselves regarding tax implications. Even more important, these same agencies, especially the IRS and the Social Security Administration, do not always agree from one situation to the next.

There are also a number of VERY technical legal requirements that must be met, in addition to tax requirements. They involve the Early Separation Incentive Plan language, notice requirements, and plan timelines. Many plans do not comply but are not audited or challenged in the courts. However, if they are audited or challenged, there are potential legal and/or tax liabilities, together with possible Public School Retirement System implications, as well.

### **History and Purpose (Understanding the Basics)**

ESIPs began as incentives to reduce the number of teachers (and/ or other employees). The original purpose was typically to prevent involuntary reduction pursuant to a reduction in force. ESIPs have also been used to reduce the number of teachers at the top of the salary schedule (to permit employment of less expensive teachers). Some school districts have used ESIPs, at least in part, to encourage specific teachers to leave the district – but just like the disruptive student who is never sick – the problem teacher often does not accept the incentive.

Of course, like all other educational and financial tools, ESIPs have developed over time. Originally, ESIP payments were structured in a manner that often cost the district more than retaining the teacher. The payments sometimes exceeded final annual salary and were extended over several years. Thus, the benefit of employing less expensive teachers to replace retiring teachers was substantially reduced. As the law developed, it became more difficult to incentivize teachers to separate immediately from their employment. Courts ruled that incentive amounts could not be reduced for failure to participate in the first-year of a multi-year program. Therefore, the plans became, as a practical matter, little more than a “legal bonus” for retiring when-



## **AND EARLY NOTIFICATION:**

## **MONEY, AND AVOID LITIGATION**

**er and Michelle H. Basi**

**lohan & Jackstadt, P.C.**

ever the teacher felt like it (or for taking the monetary incentive and going down the road to take a more lucrative position).

### **Evolution of the ESIP (Finding the Right Path)**

Initially, districts offered some type of promised payment – usually a lump sum or reimbursement for unused sick leave – if a teacher resigned at the end of the school year (sometimes premised on retirement, sometimes not). However, this created a problem. School and state auditors determined that this payment violated the Missouri Constitution’s prohibition against a “bonus” for public employees because the district received nothing of value to the district in return for the payment.

Next, school districts tied the payments to the teacher’s promise to provide services – consultant, substitute teacher, etc., following separation from the district. But this created new problems. Many teachers provided no actual services or the services were not commensurate to the payments received. Most important, however, this arrangement created a continuing employment relationship. All of these issues were problems for auditors; and the continuing employment relationship – specifically, the obligation to provide services to the district following retirement – is now prohibited by PSRS.

PSRS regulation requires minimum of 30 days separation from employment before a retiree can enter into a contract for or promise of employment for the next school year. Retirees may NOT enter into services agreements or promises to provide services as a condition of separating from the district. Failure to comply with this rule jeopardizes benefits and can result in a retiree having to pay back benefits – with interest. Therefore, it is very important to have a compliant plan.

To promote compliance and avoid all of the many foregoing problems, school districts began to make payments, whether lump sum, reimbursement for unused sick leave, or payment of health insurance premiums for a specific period of time in return for the teacher’s execution of an “Early Separation Incentive Agreement.” This type of agreement offered several benefits. They do not involve prohibited continuation of the employment relationship. They provide real value to the district – a release of all existing or potential claims – and there-

*(Continued on page 13)*

(Continued from page 12)

fore, do not constitute an illegal bonus. Such agreements have actually prevented or terminated specific incidents of litigation, and will continue to deter them in the future. School districts had reached Nirvana (they thought!).

### **ESIP Nirvana? (Reality or Mirage?)**

Of course, school districts still had to exercise care in the administration of an ESIP. School districts avoided the use of the word “retirement” and references to purposes such as “recruiting younger teachers” – all with the intent of avoiding any suggestion of age discrimination. School districts also complied with notification timelines under federal law and evolving case law regarding ESIPs and age discrimination. Of course, a cost benefit analysis was still necessary before a school district could determine whether it should implement an ESIP, but for the most part, school districts enjoyed a few glorious years of trouble free ESIPs.

But – then the taxman cometh . The United States Court of Appeals for the Eighth Circuit, which includes Missouri, has long held that the types of payments made under an ESIP agreement are not taxable as wages. For a long time, the IRS and the SSA followed this rule of law, as well. Then the SSA began revisiting a number of issues in connection with school districts – remember the Section 128 nightmare? At the same time, the IRS governmental enforcement unit was auditing several school districts. The IRS governmental enforcement unit was initially looking primarily at 403(b) plans and related issues. However, it expanded to review of ESIPs. The federal government was aware that PSRS would not accept contributions on payments for purpose of obtaining early separation, and was reluctant to let the payments go “tax free.” So the enforcement unit relied on an IRS Letter Ruling to determine that (1) in the absence of actual litigation, (2) payments made pursuant to early separation agreements (3) that arose out of employment relationship (4) would be taxed as wages, including state and federal income tax and Medicare. This change has had a number of consequences. The IRS found that the ESIP payments should be taxed as wages. However, the PSRS will not accept contributions on the payments. Payments to employees that are not subject to PSRS/PEERS contributions are then possibly subject to Social Security taxes (but only for employees otherwise subject to Social Security) – and at a minimum, Medicare. So the IRS collected social security tax on the ESIP payments for employees subject to Social Security in the audited districts. However, employees not subject to Social Security taxes (e.g. teachers) get a windfall because PSRS will not accept contributions on the ESIP payments, and they are not subject to Social Security taxes.

This is an added benefit to the employee (and the employer)

### **Are ESIPs So Over? (Lost in Tax Wilderness)**

The different tax interpretations have resulted in an additional and really important consequence. ESIPs typically provide for payments over a period of several years. However, the IRS has determined that these payments are deferred income because the total amount owed is definite at time of first payment. (Of course, if the total amount owed is not sufficiently definite, then the separation agreement would not be a binding contract.) Therefore, the IRS has determined that the entire amount to be paid is to be taxed in the first year that it is paid. Thus, all would seem certain (even if not perfect, with the deferred income issue) and ESIP payments would simply be taxed as wages with contributions to social security instead of PSRS (when required), with the income accelerated. However, and this is a big “however” – since the series of previously conducted audits, both the IRS governmental enforcement unit and the SSA have given changing advice regarding how such payments will be treated with respect to social security and other taxes.

This uncertainty regarding taxing status can result in tax liability for districts and teachers, even if districts and teachers rely on current governmental opinions (remember the origin of the Section 128 problems). Opinions issued by government agencies changed over time, and will continue to change in the future. Tax uncertainty means uncertainty regarding deferrals under 403(b) plans, as well. For years, ESIP payments were not treated as wages. Now, they are supposedly treated as wages. Again, opinions could change later. *So, be careful and consult your school attorney annually regarding the current state of the law.*

### **Avoiding Litigation (Use Common Sense)**

It is important to avoid any indication of age discrimination. Therefore, it is preferable to avoid the term “early retirement.” Also, do not include in the purpose or introduction sections, phrases like encouraging “younger” teachers to apply, getting “fresh” ideas, rewarding “older” teachers, or other age related terminology. Tie eligibility to participate in the ESIP to the PSRS (PEERS) criteria for retirement, which are established by the state. Most districts use the “Normal” PSRS retirement criteria, and many will include any retirement eligibility under PSRS. This is important because picking and choosing among the “Normal” criteria can result in unintentional age discrimination.

Additionally, in multi-year plans, teachers cannot be required to participate in their first year of eligibility or thereafter be-

*(Continued on page 16)*



### IMS Acquires Innovative Technology Services and

Mexico, Missouri-IMS (Information Management & Securities, LLC) of Mexico. Effective January 4, 2016 all operations for both IMS and Inerty Street in Mexico ([www.IMSsecure.com](http://www.IMSsecure.com)). IMS began operations in out Missouri. IMS established a partnership with MARE in 2013 to offer ware to all member schools. By utilizing the services provided by IMS, nel files, board documents and any other paperwork scanned, then easi

“The primary focus of IMS over the past 7 years has been to provide doc ding,” states Vince Fuemmeler, President and CEO of IMS. “With the a ity to expand into the IT Services arena and offer a truly One-Stop-Shop partner.”

Beginning in January 2016, IMS will offer hardware equipment and ins backup, computer repair and network monitoring. IMS will also provid cations and have Certified Microsoft technicians on staff. “We realize th technology, and the goal of IMS is to continue bringing the latest advan the addition of Innovative Technology Services, IMS will be in a positio our document management services, but to be a competitive contributo the school district.”

“In addition to the acquisition of Innovative, IMS would also like to tha (2) years. Steve has been an important part of the growth of IMS in sch retirement,” states Fuemmeler. With the retirement of Dr. Wolf at the has been involved in public schools all his life and brings the experie Specialist and will begin contacting MARE schools in January 2016.

“Finally,” says Fuemmeler, “the team of IMS would like to thank all of t the partnership we formed. I would also like to thank Dr. Ray Patrick f the very best of luck.”

For more information about IMS, you can contact the home office at (5 kinson at (573) 567-4399 or [Dave@IMSsecure.com](mailto:Dave@IMSsecure.com).

*(Continued from page 8)*

- Use others’ expertise
  - Allow others to take ownership in the school
10. Treat Every Problem as a Big One
- Plan ahead
  - Do your homework before making a decision
  - Every problem is important to someone

Hopefully, these tips can be conversation starters for your distric ward. For more information, contact FLITEleaders Consulting, LLC

# IMS

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David Welcomes Dave Wilkinson to the Team of IMS

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document management software, scanning, hard-copy storage and shredding. In addition to Innovative Technology Services, IMS will now have the ability to provide an end-to-end software and hardware business

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Thank Dr. Steve Wolf for his contribution to our team over the past two years as Superintendent of Schools for Missouri and we wish him the best of luck in his new role. At the end of 2015, IMS welcomes Dave Wilkinson to the team of IMS. Dave will be replacing the role of Superintendent of Schools to IMS. David will fill the role of K-12

for the MARE member schools who have been so welcoming to IMS and we thank him for his tremendous support over the past couple of years and I wish him

at (314) 581-2800 or [Sales@IMSsecure.com](mailto:Sales@IMSsecure.com). You can also reach Dave Wil-

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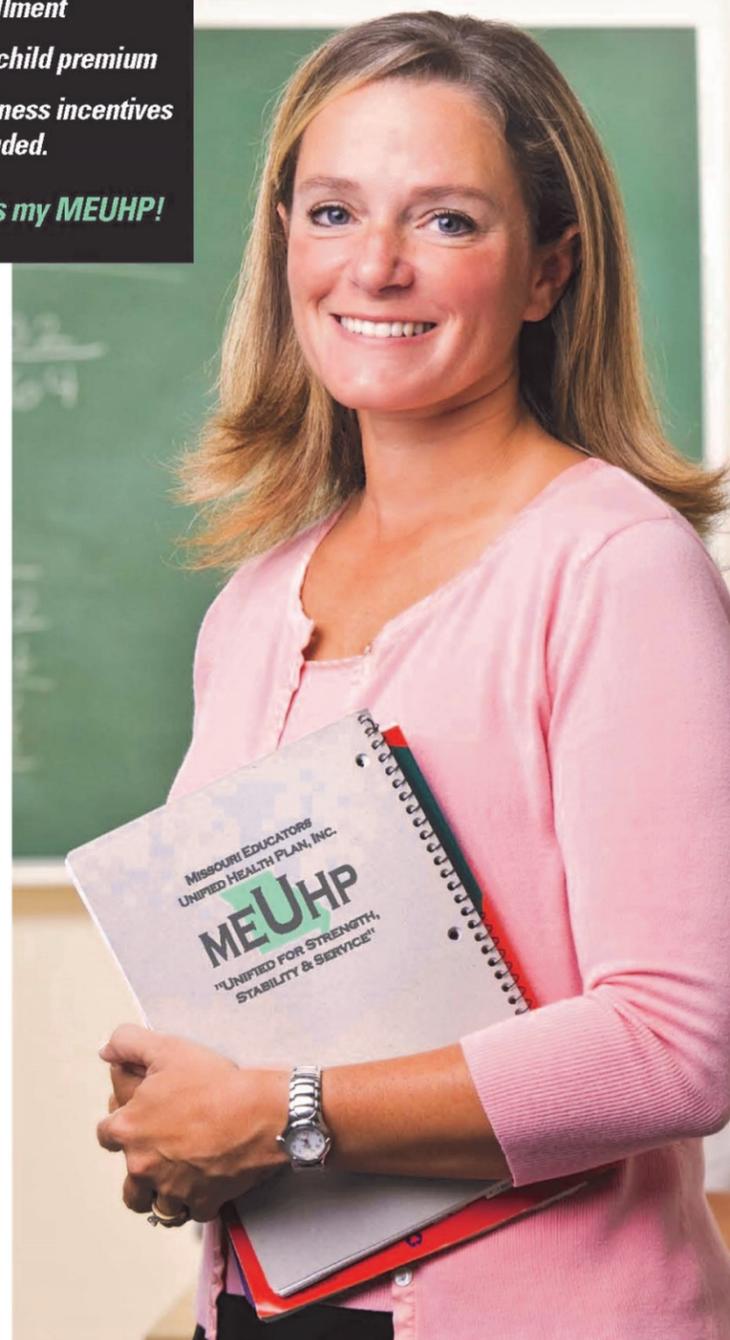
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*(Continued from page 13)*

come permanently ineligible. Also, benefits may not decrease over time if a teacher does not participate during the first year of eligibility for a multi-year plan. Such requirements would violate the Age Discrimination in Employment Act and might be construed as a violation of the MHRA. Therefore, to avoid age discrimination claims and address uncertain staffing and financial needs, school districts began offering ESIPs for one year only. This not only avoided age discrimination claims, it also eliminated problems associated with terminating a continuing plan, while still permitting districts to offer the same or a different plan in subsequent years.

### **Forging Ahead (ESIPs Survive!)**

All is not lost. With all of the foregoing issues, school districts may still decide that an ESIP will be an effective way to reduce costs and staffing, while preventing potentially costly litigation. If so, school districts should consider all of the foregoing information, plus the following requirements and suggestions. At a minimum, the defensible plan must (1) set forth a legal purpose; (2) define the term of the plan – how long it will be in place; and (3) set forth eligibility criteria based on PSRS (or other appropriate) criteria, and apply in a non-discriminatory manner (but see below).

The defensible plan must also define with precision who is eligible and the criteria for such eligibility (in addition to PSRS criteria), e.g., (1) the number of years of service the employee must have with the district; (2) whether the service must be full-time and/or continuous; and (3) the distinction between an employee who happens to hold a certificate as opposed to an employee who is required by law or the district to have a certificate.

The law further requires the district to develop the plan, including any separation agreement, and present the plan and agreement to all affected teachers at least 45 calendar days prior to the deadline for providing notice that the teacher wishes to participate in the plan (which may take the form of signing the agreement). The plan must also provide for a 7-day revocation period, as required by the Older Workers Benefit Protection Act. Once the teacher and Board have signed the agreement and the 7-day period after the teacher's signing has elapsed, the agreement is enforceable. Later requests to rescind the agreement should be granted only in accordance with the plan document.

School districts should also set forth in the plan provisions addressing (1) failure to complete the final year of service; (2) the separation agreement requirement; (3) the amount of the ESIP payment and related terms; (4) the designation of beneficiaries and related requirements, if applicable; (5) all other applicable deadlines and definitions, including the



deadline for PSRS service purchase; and (6) the limited terms under which the agreement and resignation may be rescinded. Employers who offer ESIPs are also required to notify employees of the job titles and ages of all employees who are eligible to participate in the plan, as well as the ages of all employees in the same job classifications who are not eligible for the program. Because most ESIPs rely on the PSRS eligibility criteria to determine who is eligible for participation, school districts do not always provide this information. However, the publication of a chart with this information helps ensure compliance, and is not burdensome.

Finally, and this is very important, to address the uncertainty attached to the tax issues associated with ESIPs, school districts should include a statement in the plan that makes clear that the district cannot provide tax advice; thus, the teacher must obtain advice from his or her attorney and/or tax preparer in sufficient time to meet the deadlines established under the plan. But, the district should be aware that this warning to the employee does not entirely absolve the district from its own tax responsibilities if the interpretation of the law changes.

School districts must also be aware that certain other important limitations govern ESIPs. School districts may not use ESIP plans to artificially inflate salaries for retirement purposes. School district also may not implement the Work After Retirement “critical shortage” option if the district has offered an ESIP in either of the two school years preceding implementation of the option. Finally, school districts cannot force a teacher to actually retire. If the teacher is eligible to participate in the plan, complies with the requirements of the plan, and resigns, the teacher is free to accept employment in another PSRS-covered entity if he or she so chooses.

### **Plan Essentials (Basic Requirements)**

To implement an ESIP, the district must first develop a document that sets forth all of the terms and requirements of the plan. It should include the requirement that a teacher sign a separation agreement that releases all claims against the district and school officials in return for ESIP payments. The teacher would then sign and submit the agreement, which must be approved by a majority of the whole Board, not just a majority of those present. Once the Board has voted to approve the agreement, it must be signed by the Board President and should be attested by the Board Secretary. The Board should retain the original agreement and give a copy to the teacher.

*(Continued on page 29)*

First enacted in 1938, the Fair Labor Standards Act (“FLSA”) was passed, in part, to set limits on the number of hours an employee could work without receiving additional compensation. On March 13, 2014, President Obama signed a Presidential Memorandum directing the Department of Labor (“DOL”) to update the regulations defining which workers are protected by the FLSA’s overtime standards. On June 30, 2015, the DOL issued its proposed regulations modifying the FLSA’s “white collar” overtime-exemption for executive, administrative, and professional employees. These proposed regulations, which are expected to become final in 2016 (we do not expect to have final regulations before summer), stand to alter the compensation and overtime due to various employees of Missouri’s public school districts.

#### **Current Regulations**

The FLSA generally requires that employers pay employees time and one-half of their regular rate of pay for every hour worked in excess of 40 hours in a workweek. Certain groups of employees, however, are exempt from the FLSA’s overtime pay requirements. One of the most common exemptions is for “white collar” employees working “executive, administrative, or professional” jobs. To qualify under this exemption, employees must satisfy each part of a three-part test:

*Salary Basis.* The employee must be salaried as opposed to hourly. Stated differently, for each pay period the employee regularly receives a predetermined amount that does not vary based on the quality or quantity of the work performed.

*Salary Level.* The employee’s salary satisfies a per-week-minimum. Under the current rules, the minimum salary requirement is generally \$455 per week (equivalent to \$23,660 annually).

*Duties.* An employee’s primary duty must be the performance of exempt “executive, administrative, or professional” work. Although an exempt employee may perform some nonexempt duties, the primary duty of the employee must be exempt in nature.

#### **Proposed Changes**

The DOL proposed no changes to the “salary basis” test. The DOL also did not propose specific changes to the “duties” test. The DOL did, however, seek public comment and recommendations on whether the “duties” test should be altered. After receiving over 265,000 public comments, it still remains to be seen whether the DOL will alter the “duties” test.

Most significantly, the DOL proposed changes to the “salary level” test. Rather than identify a new dollar amount that would remain stable over a period of time, the proposed rule establishes the 40<sup>th</sup> per-

## Proposed Changes to FLSA's Overtime Rules

by Stephen Freeland



centile of weekly earnings for full-time employees as the minimum salary level for the white-collar exemptions. The DOL estimates that, by the time the proposed rule becomes final in 2016, this 40<sup>th</sup> percentile will equate to wages of \$970 per week or \$50,440 annually (up from \$23,660). Notably, the DOL proposes that these minimum salary levels be adjusted upwards on an annual basis, using either the 40<sup>th</sup> percentile or inflation. Obviously, this is a significant increase in the baseline for the salary level test. As a result, employers will need to assess their staffing on an annual basis.

### The Implications

Districts should understand that many of their employees will remain exempt under other statutory exemptions despite these proposed changes. For example, most teachers are specifically exempt as “learned professionals.” Most administrators will also not be entitled to overtime because they will still meet the salary level test. However, other salaried employees that were previously classified under the white-collar exemption may soon be deemed non-exempt and thus entitled to overtime compensation. Examples include managers and supervisors in departments such as food service, maintenance, transportation, and custodial, who may not meet the new “salary level” test. These employees also spend much of their time doing the same type of work as the people they supervise. If the DOL decides to revise the “duties” test, then districts may face additional hurdles in categorizing these employees as exempt if they spend a certain amount of their time performing non-exempt duties. But more significantly, these employees will no longer meet the salary level test.

### Proactive Approach

As noted above, while these proposed changes to the FLSA are not yet final, they are expected to become final sometime in 2016. One of the concerns is the length of the grace period allowed by the DOL for employers to put any changes into effect. With similar overhauls in 2004, the DOL only gave employers 120 days to comply with the new rules. Accordingly, districts should take a proactive approach in recognizing the potential impact of these changes on their staff and in plotting a course of action.

Not surprisingly, districts may face significant challenges in budgeting employee salaries as a result of these proposed FLSA changes. The biggest challenge will be to accurately determine the number of hours these employees have worked in the past in order to budget potential overtime in the future. Districts may choose to allocate more of their budgets to overtime compensation and/or wages for additional employees, but they must be able to assess the number of hours typically worked. Districts should also carefully scrutinize the job duties of the

*(Continued on page 20)*

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Continued from page 10)

The court analyzed MSHSAA Bylaw 301(a) to determine whether it created a ministerial duty that the coach breached when he allowed the student to practice with the high school wrestler. MSHSAA Bylaw 301, entitled “Definitions,” provides:

**a. Practice** – Any attempt of a coach or teacher to teach any phase of a game or activity to any squad or part of a squad or to have any squad or part of a squad engage in drills under the supervision of a coach, or from directions provided by the coach, involving what has already been taught. Try-outs, so called “skull drill,” “orientation meetings,” etc., are considered practices. Except as provided in Bylaws 232.0-c and 238.2-a, a junior or senior high school student shall be permitted to participate in school practices only with teams of the school where he/she is properly enrolled.

The *Woods* court noted that Bylaw 301 sets forth definitions and the definition of “practice” does not dictate how a coach should properly supervise” or ensure the “safety and welfare” of the students engaged in the activity. Furthermore, the court stated that, when read in the context of the entire bylaw, MSHSAA Bylaw 301 merely provides the definition of “practice” to determine whether interscholastic competitions are occurring during practices and whether such practices would be counted as games for the purpose of determining the maximum number of games that a team may play during the season. For these reasons, the court decided that, as a matter of law, MSHSAA Bylaw 301(a) did not create a ministerial duty. According to the court, the coach was performing a discretionary act when he supervised and conducted the wrestling practice when the student was injured. Because a discretionary duty was involved, the coach’s exercise of that discretion was protected by the doctrine of official immunity.

*Woods v. Ware* provides helpful insight as to how Missouri courts apply the official immunity doctrine to athletic coaches. As long as students are permitted to play sports for their schools, injuries are going to occur in games and practices. It is inevitable. The coaches in Missouri’s schools are responsible for making sure the practices are conducted in a safe manner. That said, determining how to supervise and conduct practices is normally left to the discretion of the coach. If they do retain that discretion, like the coach in *Woods v. Ware*, coaches will have a strong argument to avoid liability when one of their student athletes is injured. Of course, each district’s policies and regulations are different. Some district policies may mandate coaches take certain safety precautions when overseeing practice. If so, coaches should be sure to follow those mandates. Because if they fail to do so, they may not be able to argue that their duties were discretionary and protected by the doctrine of official immunity. Determining whether a rule or regulation creates a ministerial duty is often difficult. If you or your employees have questions, make sure you contact your school attorney for guidance.



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*(Continued from page 17)*

employees who are classified as exempt. In all cases, districts should update their job descriptions so that they accurately describe the nature of the job duties being performed. This will enable district to correctly categorize employees at the outset when they are designated as exempt or non-exempt employees. In the case of an audit, actual job duties will control, as opposed to job titles or descriptions, in deter-

## **ANNUAL ELECTION OF EXECUTIVE BOARD MEMBERS**

**Missouri Association of Rural Education Executive Board Members shall select members shall be scheduled by the executive board with new executive board members for the fiscal year, and seated at the summer board meeting.**

**Members** to be elected in even numbered years (**2016**) are:

**Five (5)** members, one from each of the determined regions of the state: **B, D, F, H, J**

**One (1)** member representing Higher Education

**One (1)** member from the board of education whose school district is a member

*(One position for a two-year term.)*

### **REGIONAL OFFICERS**

**Interested Candidates** may file, in writing, with the Executive Directors office, or in the order received and mailed to the member schools in the counties making up the region. They will be declared elected to a **two-year term**.

Mr. Kyle Kruse of the New Haven School District is completing a two-year term in

Mr. Eric Cooley of the Stoutland R-II School District is completing a two-year term

Mr. John Brinkley of the East Lynne #40 School District is completing a two-year

Mrs. Dianna Hoenes of the Marion Co. R-II School District is completing a two-year

Mr. Brian Robinson of the Winston R-VI School District is completing a two-year

All are currently eligible for re-election unless the individual moves from the region.

### **OTHER OFFICERS**

**Interested Candidates** may file, in writing, with the Executive Directors office, or in the order received and mailed to the member schools in the counties making up the region. They will then meet as a selection committee and select a member.

Dr. Kristi Smalley Board of Education Member of the Boonville R-I School District

Dr. Terry Reid, Higher Education Member with Lindenwood University is completing

*All are currently eligible for re-appointment unless the individual moves from the region.*

**The MARE Executive Director has set the deadline for Interested Candidates to file -- 12:00 noon.**

### **Representative Regions by Counties**

**Region B: Counties of – Gasconade, Franklin, Crawford, Washington, Iron, and**

**Region D: Counties of – Laclede, Camden, Miller, Cole, Osage, Maries, Phelps, and**

**Region F: Counties of – Jackson, Cass, Lafayette, Johnson, Henry, Saline, and**

**Region H: Counties of – Scotland, Knox, Shelby, Monroe, Audrian, Callaway, and**  
**Charles.**

**Region J: Counties of – Atchison, Holt, Nodaway, Andrew, Buchanan, Platte, and**

mining whether an employee actually is exempt under the “white collar” exemption. Jobs can change over time so it is important to audit them periodically and gather feedback from managers and employees. If there are specific questions about whether or not certain employees are exempt, districts should seek legal guidance. We will be notifying our followers on Twitter when the proposed regulations are final. Please follow us for that and other pertinent information at: @GuinMundorfKC

---

## EXECUTIVE BOARD MEMBERS

serve two-year terms and are eligible for re-election. Elections or appointments of board members taking office effective July 1, which is the beginning of the new

, F, H, and J.

er of MARE.

[patrick@moare.com](mailto:patrick@moare.com). All Regional Candidates' names will be listed on a ballot for that particular region. The candidate receiving the highest number of votes will

**Region “B”.**

in **Region “D”.**

term in **Region “F”.**

ar term in **Region “H”.**

term in **Region “J”.**

on or resigns/retires from their current position.

[patrick@moare.com](mailto:patrick@moare.com). The ten board members representing the ten determined for each position from the list of declared candidates.

et is completing a one-year term.

eting two-year term.

*he state or resigns/retires from their current position.*

**s to file for office on the MARE Board of Directors for Friday, April 22, 2016**

---

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(Continued from page 6)

those education records. Contact with the parent, guardian, or attorney for the parent/guardian can generally lead to the production of records via a school district's typical process in policy and procedures without an appearance by anyone from the district in court.

Occasionally, though less frequently, the school district or a school employee may receive a subpoena requesting education records from a third party. In these circumstances, the attorney issuing the subpoena may not be aware of the requirements placed on school districts in order to remain in compliance with both the subpoena and FERPA. FERPA generally provides that an educational agency or institution may only disclose a student's education records to a third party if the parent or eligible student has given appropriate written consent. 20 U.S.C. §1232g(b)(1) and (b)(2)(A); 34 CFR §99.30. However, FERPA permits the nonconsensual disclosure of education records in certain limited circumstances, such as when the disclosure is made in compliance with a lawfully issued subpoena or court order if the educational agency or institution makes a "reasonable effort to notify" the parent or eligible student of the order or subpoena in advance of compliance. 34 CFR §99.31(a)(9)(ii). In these instances, it is best practice for the recipient of the subpoena to check the date the subpoena lists for appearance and production of the education records in order to determine how to make a reasonable effort to notify the parent or eligible student of the subpoena prior to compliance with the subpoena. If time allows, the school district may be able to notify the parent or eligible student with a letter via regular mail of the subpoena. Other times, as is frequently the case, the subpoena may be served with such short notice that the school district should make a reasonable effort to notify the parent or eligible student in writing via email, or with a phone call. Regardless of the method used, the school district should be certain to document its reasonable efforts in the event that a parent or eligible student were to make a claim that the school district released education records without complying with the "reasonable effort to notify" requirement imposed by FERPA.

There are times when a subpoena is issued for the specific purpose of eliciting sworn testimony from the recipient. In such cases, the attorney issuing the subpoena is hopeful that the recipient is able to provide testimony about records, events the recipient witnessed, or individuals with whom the recipient is familiar (often students, parents, or coworkers) that may be helpful to a client's criminal or civil case. In those instances, it is unlikely that a recipient will be released from the obligation to appear and testify, unless the recipient can demonstrate to the party issuing the subpoena that he or she has no helpful information or knowledge on the subject being litigated. The recipient should appear at the designated time and place in order to give testimony, if required, in those cases. Abridged tips for testifying include:

- Only testify from your personal knowledge. Do not guess. If you don't know or don't remember, "I don't know" or "I don't remember" are not just acceptable answers, they are the best answers.

- Answer each question only with the information necessary to provide a truthful response, and limit your answers to the specific question asked.
- Do not bring any documents with you unless the subpoena instructs you to bring them.

This article covers only the basic areas of inquiry related to the most common types of subpoenas school districts and school employees receive, and endeavors to provide practical starting points upon service.

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## **Guidelines for the Rural Missouri**

### **Overview:**

The level of economic development of an area is directly related to the economic development of rural Missouri, an adequate number of schools are constructed in rural school districts.

### **Objective:**

The goals to be achieved through the Rural Missouri Scholarship are:

- Attracting quality teachers to rural school districts
- Improving the economic development of rural communities by creating a well-educated, skilled work force.
- Attract intelligent, energetic individuals to furnish leadership in rural Missouri.

### **Components of Scholarship Selection Criteria:**

- Only junior and senior-level Missouri college/university students are eligible. Colleges/Universities that do not approve a student's program.
- Eligible students are those who have successfully completed high school graduation.
- A scholarship recipient may reapply in a subsequent year.
- Applicants must have achieved 2.5 grade point average.

### **Included with the Application:**

- A brief essay (maximum length of two pages, double-spaced) describing the applicant's interest in the rural Missouri community.
- Personal recommendations from the following that indicate the applicant's character, commitment, dependability, ability to relate to other students:
  - One official recommendation (teacher/administrator) from the applicant's high school.
  - Two recommendations from a college/university.
  - Non-traditional applicants may use college/university letters of recommendation.
- A copy of the applicant's high school transcript.
- Applicant's current college transcript (Non-traditional applicants only).

Additional information and copy of the scholarship application form are available at:

[www.moare.com](http://www.moare.com)

Deadline for receipt of application and support materials – March 15, 2014

Additional questions, please contact MARE Executive Director, 660-866-2222

## Missouri Scholarship Fund

ed to the quality of education available. To improve the eco-  
f well-trained, dedicated teachers must be available to in-

ship Fund include:

unities by upgrading the education system to provide a well

leadership skills in rural communities.

ersity students qualify as scholarship recipients. (Exception –  
s' major in education until they are enrolled in a 5<sup>th</sup> year pro-

pleted 60 credit hours and have declared a major in educa-

year for another scholarship.

age on a 4.0 scale.

spaced) as to why the applicant would like to teach in a ru-

nclude comments on leadership ability, scholarship achieve-  
ts/faculty and potential for success as a rural teacher:

strator) from the high school from which the student gradu-

ity education professor.

iversity education professors for all personal recommenda-

al applicants may use current college transcript only).

on may be downloaded from the MARE website at –

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(Continued from page 16)

### **Exiting Gracefully (When a Plan Is No Longer Needed)**

Whether now or in the future, a school district may find it prudent and/or necessary to end an ESIP. But this has to be done carefully. School districts should back out of an ESIP in the same manner you would back away from a grizzly bear. Make a careful plan and back away slowly and with caution. Repealing a plan during a school year is likely to result in litigation, which may not be covered by insurance. It is wiser to provide at least one school year's notice. Many districts provide notice by use of a multi-year sunset clause (e.g., stating that the ESIP will expire at the end of the 2016-2017 school year.) Of course, a school district can avoid this problem altogether by having a one-year only ESIP, as discussed below.

Additionally, if the ESIP is part of a current collective bargaining agreement, and (1) the agreement is binding for more than one school year; or (2) the provision regarding the ESIP is one of only a few provisions that carry over from one year to the next, then the district will have to bargain to end the ESIP. The collective bargaining issue highlights the virtues of a one-year only plan. With that type of plan there is no need to back away from the grizzly of tradition and expectation, and no need to bargain the end of the plan. A one-year plan also encourages departures in the school year in which it is offered, because there is no guarantee the plan will be offered in the future.

### **ESIP Potpourri (Infrequently Asked But Important Questions)**

May former employees who are receiving ESIP payments serve on the Board of Education?

The Missouri Ethics Commission has given the following answers:

No – if the ESIP includes a requirement that the employee provide professional services (which really should not occur any more under the PSRS regulation!)

Yes – if the ESIP payment was made in return for a release of claims (or if all required services have been completed).

What happens if the district grants exceptions to deadlines and other requirements under the plan?

It creates the opportunity for claims of discrimination or retaliation on the basis of protected status or activity – e.g., race, religion, gender national origin, disability, age, veteran status, First Amendment.

Claims may be brought under the Missouri Human Rights Act, as well as federal law.

Therefore, the requirements of the ESIP should be enforced consistently

### **Early Notification (Alternative to ESIP)**

As an alternative to (or in addition to) an ESIP, a school district may provide an incentive for early notification of resignation (not dependent on retirement eligibility). The incentive may or may not require the execution of a separation agreement, as the district prefers. It is typically tied only to years of service in the district. It is important to define the terms and conditions of the early notification plan carefully, so there are no misunderstandings. At the same time, it may provide for flexibility. For example, a school district may establish sliding deadlines during the year, and may have different deadlines and payments for different classifications of employees

As a specific example, and they make take many forms, and early notification plan could be structured as follows:

A teacher providing notice of resignation at end of year by December 20 receives \$2000; a teacher providing notice by March 1 receives \$1000

An administrator providing notice of resignation at end of year by December 1 receives \$2500; an administrator providing notice by February 15 receives \$1250

But beware – early notification plans still have to comply with applicable law, including but not limited to non-discrimination on the basis of age!

### **Final Thoughts (Guidance for the Wise)**

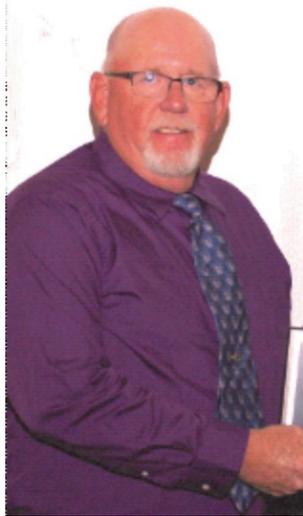
As a first step, a school district must decide whether the district can really afford an ESIP. If the plan makes fiscal sense, it is important to know and apply the law carefully. Remember, too, that the regarding ESIPs changes frequently and in many areas of law – tax, PSRS, etc. (and often without prior notice to those affected!). Therefore, school districts should consult their school attorney whenever they are contemplating the development, implementation, and/or termination of an ESIP.

**Ms. Basi and Ms. Brasher are shareholders at Tueth Keeney Cooper Mohan & Jackstadt, P.C. Ms. Basi graduated from the University of Denver School of Law, with honors, and Ms. Brasher graduated from Saint Louis University School of Law, also with honors. Both practice primarily in the areas of school law, special education, school litigation, and labor and employment law.**

# Outstanding Rural



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**Kenneth Cook**  
Malden R-I School District



Rural School Board  
**Gary D**  
Halfway R-I



Rural Secondary Teacher  
**Joseph Murphy**  
Chilhowee R-IV School District



Rural School Board  
**Cole Camp R-I**



Rural Senior High Student  
**Rileigh Grunden**  
Cole Camp R-I School District



Rural Support Staff  
**Angie**  
Winston R-VI

# Education Awards



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Winston R-VI School District



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**Melanie Rucker**  
Winston R-VI School District



School District  
**Coke Camp R-I School District**



Middle School Teacher  
**Melissa Westphal**  
Otterville R-IV School District



Staff Member  
**Mickey Burle**  
Osage Co. R-II School District



Rural Elementary Teacher  
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**IMS Acquires Innovative Technology Services**

Mexico, Missouri-IMS (Innovative Technology Services, also known as IMS) will take place at IMS headquarters in Mexico, Missouri. IMS began operations in 2008 and established a partnership with Innovative Technology Services to offer a truly One-Stop-Shop for school districts. IMS will offer a truly One-Stop-Shop for school districts. IMS will offer a truly One-Stop-Shop for school districts.

“The primary focus of IMS over the past few years has been providing hardware, software, and services to school districts. IMS will offer a truly One-Stop-Shop for school districts. IMS will offer a truly One-Stop-Shop for school districts.”

Beginning in January 2016, IMS will offer hardware equipment and installation, repair and network monitoring. IMS will also provide consultative services for school districts. “We realize that school districts all over the State of Missouri are looking for the latest advances in both software and hardware solutions to those districts. We want to not only reduce costs and increase efficiencies as we do now with our document management software to all member schools, but also to have student records easily retrieved in a secure cloud environment.”

“In addition to the acquisition of Innovative, IMS would also like to thank Dr. Stephen Wolf for his leadership and contribution to the growth of IMS in school districts across Missouri. In celebration of the retirement of Dr. Wolf at the end of 2015, IMS welcomes Dave Wilkinson to the team. Dave will fill the role of Superintendent of Schools to IMS. David will fill the role of Superintendent of Schools to IMS.”

“Finally,” says Fuemmeler, “the team of IMS would like to thank all of the MARI members who have supported IMS. I would also like to thank Dr. Ray Patrick for his tremendous support of IMS.”

For more information about IMS, you can contact the home office at (573) 581-2800 or [Dave@IMSsecure.com](mailto:Dave@IMSsecure.com).

**Scott Ririe**  
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Technology Services and Welcomes Dave Wilkinson to the Team of IMS

Information Management & Securities, LLC) of Mexico, Missouri has acquired Innovative Management of Mexico. Effective January 4, 2106 all operations for both IMS and Innovative Management of Mexico are now located at 4720 East Liberty Street in Mexico (www.IMSsecure.com). IMS offers document management services to schools throughout Missouri. IMS joined MARE in 2013 to offer scanning services and the FileBound document management services to schools. By utilizing the services provided by IMS, MARE members now have the ability to scan hard copies, personnel files, board documents and any other paperwork scanned, then upload to a secure server-based digital file cabinet.

For the past 7 years has been to provide document management software, scanning, and shredding," states Vince Fuemmeler, President and CEO of IMS. "With the addition of Innovative Management of Mexico, IMS will now have the ability to expand into the IT Services arena and become a one-stop solution for schools who need an end-to-end software and hardware business partner."

of; servers, computers, laptops, tablets, networks, server backup, computer software, and the installation of Microsoft software applications and have Certified Microsoft Technicians in Missouri. With the addition of Innovative Technology Services, IMS will be in a position to provide document management services, but to be a competitive contributor to the overall success of the organization.

Steve Wolf for his contribution to our team over the past two (2) years. Steve has been a valuable member of the team and we wish him the best of luck in his retirement," states Fuemmeler. With the addition of IMS, Dave has been involved in public schools all his life and will continue to be a valuable member of K-12 Specialist and will begin contacting MARE schools in January 2016.

MARE member schools who have been so welcoming to IMS and the partnership we have built over the past couple of years and I wish him the very best of luck."

For more information, please contact us at [www.imssecure.com](http://www.imssecure.com) or call (573) 581-2800 • [IMS@IMSsecure.com](mailto:IMS@IMSsecure.com)

[www.imssecure.com](http://www.imssecure.com). You can also reach Dave Wilkinson at (573) 567-4399 or [dawilkinson@IMSsecure.com](mailto:dawilkinson@IMSsecure.com).

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The MARE organization is available to all school districts throughout Missouri to facilitate superintendency searches. MARE prides itself in being able to help school districts locate and employ leaders in a very cost competitive manner.

School districts interested in more information about the superintendency search services should forward inquiries to:

**MARE Superintendency Search**

**MARE  
701 N College St  
Suite C  
Warrensburg, MO 64093**

**Phone: (660) 747-8050  
Fax: (660) 747-8160  
rpatrick@moare.com**

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