

# MARE

Fall 2012

*Our goal is to work in cooperation with all other education organizations, but our programs and effort will be designed to meet the specific needs of schools in rural Missouri.*

Please copy and share this newsletter with board members and other school staff.

Ray V. Patrick  
Executive Director  
201 South Holden Street  
Suite 202  
Warrensburg, MO 64093  
Phone (660) 747-8050  
Fax (660) 747-8160  
rpatrick@moare.com  
Website: www.moare.com

## **MARE Calendar**

### **2012-2013**

February 14, 15, 16,  
2013  
MARE Conference  
& Board Training  
Port Arrowhead Re-  
sort  
Lake Ozark, MO  
\*\*\*

May 6, 2013  
Board Meeting  
Jefferson City, MO  
10:00 a.m.

## *Missouri Association of Rural Education*



*"Creating a Vision for the  
Future Education in Missouri"*

**February 14, 15, 16, 2013**

**The Resort at Port Arrowhead  
Lake Ozark, Missouri**

**MARE Associate Membership**

Access Management Group	Arnold Stricker	
ACT, Inc	Rick Bryant	(847) 634-2560
American Boiler Services, Inc.	Mike Hemphill, Dean Phillips	St. Louis (800) 235-5377 – Kansas City (888) 440-0382
American Fidelity Assurance Company	Joy Van Dyke	(417) 773-9890
Budget Plus Software	Leland Foster	(816) 847-6610
Capstone Insurors, Inc	Kevin Krueger, J.R. Collins	(417) 777-7570
Central State Bus Sales	Jeff Reitz	(636) 343-6050
Claim Care Inc.	Stacy L. Dye	(660) 327-5308
Columbia College	Arlin Epperson	(573) 875-7580
Constellation NewEnergy Gas Division, LLC	Jay Bullock	(800) 829-3900
Control Technology & Solutions	Scott Ririe, Gina Bicknese, David Halley	(636) 230-0843
Cooperating School Districts	Sandy Berg, Tom Post	(314) 692-1224
Dickinson Hussman Architects	Dwight Dickinson	(314) 727-8500
Energy Systems Group, LLC	Teri Kramer	(913) 205-4534
ERate Program, LLC	Richard Senturia	(314) 282-3676
Facility Solution Group, LLC	Rick Bischoff	(636) 537-0203
Forrest T. Jones & Company	Marty Albertson	(816) 392-4649
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Forrest T. Jones & Company	Gary Hawkins	(660) 247-3967
Forrest T. Jones & Company	Mark Iglehart	(800) 821-7303 x 1298
Forrest T. Jones & Company	Kenneth Wilson	(417) 429-3957
Foundation for Educational Services, Inc. (SOCS)	Stacey Anderson	(800) 850-8397
George K. Baum & Company	Greg Brickner, Dick Bartow	(800) 821-7195
Guin, Martin & Mundorf, LLC	Duane Martin	(573) 777-9645
Inter-State Studio, Inc	Roger Kimball	(660) 826-1764
Kromm, Rikimaru & Johansen, Inc.	David Kromm. AIA	(314) 432-7020
Legal Shield	Larry Smoot	(800) 651-0259
Lindenwood University	John Feely	(636) 949-4481
L.J. Hart and Company	Larry J. Hart, Roger Adamson	(800) 264-4477
McKinstry Company	Jon M. McCoy, Joel Gundelfinger	(913) 515-0711
Mickes Goldman O'Toole, LLC	Tom Mickes, Teri Goldman	(314) 878-5600
Midwest Bus Sales	Jamie Shipley	(913) 422-1000
Midwest Digital Systems	Nathan Dowling	(816) 439-4979
Midwest Transit Equipment	Stephen Ball	(800) 933-2412
Mike Keith Insurance	Jeanie Cunningham	(660) 885-5581
Missouri Consultants for Education	Bill Ray	(816) 322-0870
Missouri Energy Center	Chatchai Pinthuprapa	(573) 751-7466
Missouri Retired Teachers Assn.	Jim Kreider	(877) 366-6782
Missouri Rural Water Association	John Hoagland	(417) 876-7258
M.U.S.I.C. / Arthur J. Gallagher & Co.	Gary VanMeter	(636) 916-3433
National Financial Brokerage	Gerald W. Littell	(573) 289-4211
NORESCO	Tim Hager	(314) 412-3531
Quest Construction Products	John Follis	(800) 739-5566
Quality Network Solutions	Mel Workman	(217) 728-3155
Septagon Construction Company	R. Thomas Howard, Dennis Paul	(800) 733-5999
Software Technology, Inc	Dan Snodgrass	(417) 350-8601
Southern Bus & Mobility, Inc.	Tom Gerbes	(866) 327-1600
The American Board	Emily Moore	(202) 261-2639
The Garland Co., Inc.	Dave Barnes	(417) 496-7580
Thomeczek & Brink, LLC	James G Thomeczek	(314) 997-7733
TRANE	Bev Condit	(636) 305-3760
TREMCO	Matt Wegenka	(417) 894-4934
Tueth Keeney Cooper Mohan & Jackstadt. PC	Pete Yelkovic, Melanie Keeney	(314) 880-3600/(816) 448-3730
University of MO High School	Kristi Smalley	(573) 882-4054
USI Insurance Services, LLC	Lonnie Thompson	(573) 263-8545

**Missouri Association of Rural Education**

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**2012-2013**

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- Region E:            Kenneth Cook (Malden R-I)
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- Kristi Smalley      (University of MO High School)

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- Ray V. Patrick      Executive Director
- Jerry Cochran      Assist. Executive Director
- Philip Dorth        Associate Director



**Missouri Rural Water Association**

You're in charge of your rural school's water supply. The state sent you a letter telling you the bacti samples from your school's water supply weren't taken last month and you need to do public notification.

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MRWA offers on-site technical assistance to schools on water and wastewater problems at no charge via grant monies from USDA. We also offer:

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- Water leak detection and wastewater troubleshooting
- Training events throughout the state for your water and wastewater system operator
- Acceptance of DNR training vouchers



**1-800-232-MRWA (6792) — www.moruralwater.org**

**MARE Superintendent Search**

The MARE organization is available to all school districts throughout Missouri to facilitate superintendent searches. 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:

<i>District Enrollment</i>	<i>Charges</i>	<i>District Enrollment</i>	<i>Charges</i>
500 students or less	\$2,500	2501 - 3000 students	\$5,000
501 - 1000 students	\$3,000	3001 - 3500 students	\$5,500
1001 - 1500 students	\$3,500	3501 - 4000 students	\$6,000
1501 - 2000 students	\$4,000	Above 4000 students	\$6,500
2001 - 2500 students	\$4,500		

If a school district is current in their annual membership with MARE, the above professional chares 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 a full year's membership in the MARE organization for that school district.

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

**MARE Superintendent Searches**  
**Dr. Ray V. Patrick**  
**201 South Holden St., Ste 202**  
**Warrensburg, MO 64093**

**Phone: (660) 747-8050**  
**Cell Phone: (660) 909-5118**  
**Fax: (660) 747-8160**  
**Email: [rpatrick@moare.com](mailto:rpatrick@moare.com)**

MARE will provide the following services to school districts wishing to conduct their own search:

- Listing of the opening in the MARE Focus (emailing to all Missouri districts)
- Listing of the opening on the MARE website (home page with link) and MO Administrator Jobs site
- Sample sets of interview questions (no cost)
- Set of Missouri School District mailing labels (cost - \$10.00) or will provide by email for district download at no charge.

## Recent 8th Circuit Case Law: Court Sides With School District

### In Missouri Student Speech Case

By: Thomas A. Mickes

Wendy D. Kasten

Mickes Goldman O'Toole, LLC

In October, the United States Court of Appeals in the Eighth Circuit reversed a District Court's decision to grant an injunction to two Missouri students who claimed that their school district violated their First Amendment free speech rights by suspending them. Two brothers who were high school students at Lee's Summit North High School created a website that contained a blog. According to the two students, the purpose of the blog was to discuss, satirize, and vent about events at Lee's Summit North. According to the Appeals Court, the two students added posts to the blog that contained a variety of offensive and racist comments, as well as sexually-explicit and degrading comments about particular female classmates whom they identified by name. The parties disputed the extent to which the two students used Lee's Summit North computers to create, maintain or access the website/blog. The students claimed that they initially told only five or six school friends about their website and that they only wanted their friends to know about it. Regardless, the student body learned about the website and blog. The school's administrators linked the students to the website and suspended both brothers from Lee's Summit North for 180 days.

The students filed suit against Lee's Summit North and asked the court for a preliminary injunction ordering the suspensions lifted. The District Court conducted a preliminary injunction hearing. At the hearing, the brothers testified that they intended the posts on the website to be satirical rather than serious. They also testified that the school day on which the other students found out about the website, December 16, was a normal school day free from significant disruptions. Conversely, Lee's Summit North's witnesses testified that the discovery of the website caused a substantial disruption on the day in question at their school. Lee's Summit North's computer records from December 16 showed numerous computers were used to access or to attempt to access the webpage. In addition, District teachers testified they experienced difficulty managing their classes because students were distracted and in some cases, upset by the webpage. Notable was testimony from two teachers at the District who described the day in question as one of the most or the most disrupted days of their teaching career. District administrators testified that local media arrived on campus and that parents contacted the school with concerns about safety, bullying and discrimination both on December 16 and for some time afterward.

The District Court credited the testimony of the District teachers and found that the website "caused considerable disturbance and disruption" on the school day in question. The District Court also found that the website blog was targeted at Lee's Summit North. However, because of other reasons, including finding that there was a "distinct possibility the defendants (the brothers) could be exonerated" based on legal cases, and agreeing with the students that they would suffer irreparable harm if not allowed to continue school at Lee's Summit North, the District Court concluded that the balance of equities favored the students and granted the preliminary injunction allowing the students to return to Lee's Summit North.

Lee's Summit North appealed the grant of the preliminary injunction. In overturning the District Court's decision, the Appeals Court did not find that the District Court made inadequate factual findings, instead it concluded that the District Court's findings did not support the relief granted. Ultimately, the Appeals Court held that the students were unlikely to succeed on the merits of their case under the relevant case law. The Appeals Court also found that the District Court's findings did not establish sufficient irreparable harm to the students to justify a preliminary injunction. Therefore, the court reversed the preliminary injunction.

In the Appeal Court's discussion about whether the students would likely succeed on the merits of their claim, the Court examined both parties' arguments. The students argued that all off-campus speech is protected and cannot be the subject of school discipline, even if the speech is directed at the school or specified students. Alternatively, the students argued that if the court found that the *Tinker* case test applied, then the student speech was not directed at the school and did not create a substantial disruption. Under *Tinker*, student speech that causes a substantial disruption is not protected. Based on other relevant cases, and the District Court's finding that the website blog was "targeted" at Lee's Summit North, the Appeals Court found that *Tinker* was likely to apply. The Appeals Court also found that the speech in this case was similar to the speech in other court cases in that the students' posts "could reasonably be expected to reach the school or impact the environment." Further, because the District Court found that the students' posts

(Continued on page 5)

(Continued from page 4 - Court Sides With School District)

caused a substantial disruption, the Appeals Court found the students are unlikely to succeed on the merits under the *Tinker* case.

While the Appeals Court did not analyze the interest of Lee's Summit North, its students, or the public, it did take the opportunity to briefly touch on those interests:

However, our decision not to analyze the interests of the School District, its students, and the public does not mean those interests are unimportant; they are important. The specter of cyber-bullying hangs over this case. The repercussions of cyber-bullying are serious and sometimes tragic. The parties focus their arguments on the disruption caused by the racist comments, but possibly even more significant is the distress the [students'] return to Lee's Summit North could have caused the female students whom the [students] targeted.

While the Appeals Court decision focused on the preliminary injunction, and did not decide the entire underlying case, the Court's finding that the students were unlikely to be successful on the merits of the underlying claim is still an important decision for school districts. The case is helpful in providing guidance and support in similar cases of schools disciplining students for off-campus student speech that is targeted at school districts and causes a substantial disruption. Likewise, school districts should find it encouraging that the Eighth Circuit recognizes that cyberbullying is an important issue that school districts have to consider when making their decisions regarding student discipline. Overall, this case was a positive case for school districts. However, as it is not always clear how a court will determine cases of student discipline for off-campus speech based on a given set of facts, it is advisable to speak with your legal counsel before making such decisions.

**MARE CONFERENCE REGISTRATION**  
**February 14 - 16, 2013**  
**The Resort at Port Arrowhead - Lake Ozark, MO**

**Exhibitor Registration**

Names of Individual(s) representing your Company/Organization/Association:  
 (For Name Tags)

\_\_\_\_\_

Name of Company/Organization/Association:

\_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Registration Fee:**

One Booth @ \$200.00 (waived if an Associate Member of MARE)

**Meal Package:**

Package A: All Meal Events – Friday Breakfast, Friday Luncheon, Friday Dinner, Saturday Breakfast.

\_\_\_\_\_ # @ \$60 each \$ \_\_\_\_\_

**Package B: Individual Meal Prices:**

Friday Breakfast \_\_\_\_\_ # @ \$13 each \$ \_\_\_\_\_  
 Friday Luncheon \_\_\_\_\_ # @ \$15 each \$ \_\_\_\_\_  
 Friday Dinner \_\_\_\_\_ # @ \$22 each \$ \_\_\_\_\_  
 Saturday Breakfast \_\_\_\_\_ # @ \$13 each \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

Fax Registration and PO to (660) 747-8160  
 or mail to  
 MARE  
 201 South Holden Street, Suite 202  
 Warrensburg, Missouri 64093-3400

**Booth Requirements**

(Please Check all that Applies.)

**Special Needs:** (Will help determine booth placement)

- \_\_\_\_\_ -- power outlet (Limited number of outlets but will do our best to accommodate.)
- \_\_\_\_\_ -- internet connection
- \_\_\_\_\_ -- wall for banner display
- \_\_\_\_\_ -- Other (Please List) \_\_\_\_\_

**Display Needs:** (Will help determine booth placement within the exhibit area)

- \_\_\_\_\_ -- Table mounted display (requires 8' table - provided)
- \_\_\_\_\_ -- Floor display \_\_\_\_\_ (table not needed)  
(height)
- \_\_\_\_\_ -- Display will be shipped to hotel prior to beginning of the conference  
(Vendor will need to contact hotel for delivery information)
- \_\_\_\_\_ -- Vendors responsible for packaged display to be picked up following the conference, if to be shipped

**Additional Conference Support**

- \_\_\_\_\_ -- Provide handout information to be included in registrant packet (200 sets)  
(deadline for receipt at the MARE Office – February 8, 2013)
- \_\_\_\_\_ -- Provide financial contribution to help sponsor:  
(Vendor information listed in program (deadline for listing – January 28, 2013) as well as table displays)
- \_\_\_\_\_ -- Refreshments for session breaks (\$100 donation)
- \_\_\_\_\_ -- Program printing (\$100 donation)
- \_\_\_\_\_ -- Program Key-note Speaker costs (\$2000 donation)
- \_\_\_\_\_ -- Ad for Program Booklet (layout must be provided by exhibitor)  
(deadline – January 27, 2013)
- \_\_\_\_\_ -- ¼ page (\$100.00 donation)
- \_\_\_\_\_ -- ½ page (\$150.00 donation)
- \_\_\_\_\_ -- 1 full page (\$200.00 donation)
- \_\_\_\_\_ -- Other \_\_\_\_\_

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## Common Mistakes Under the FLSA – And How to Avoid Them

Margaret A. Hesse, Esq. and Michelle H. Basi, Esq.

Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C.

While it may seem to be a frequent topic among school district administrators and lawyers, it is necessary for school administrators to understand the many requirements of the Fair Labor Standards Act (“FLSA”) as violations are common (although not typically intentional) and can be quite expensive to remedy. Today’s article focuses on a few common mistakes that we see and ways you can avoid these mistakes, or, if necessary, correct them.

### Utilizing “comp time” incorrectly.

As public employers, school districts have the advantage of being able to use compensatory time off from work, i.e., “comp time,” in lieu of paying overtime to non-exempt employees. However, there are some strict rules that you must follow in order to comply with the FLSA rules on comp time.

A school district may provide comp time if the district has an agreement to that effect with its employees. A comp time agreement between a district and an employee must comply with the FLSA, and the employee’s decision to accept comp time in lieu of cash must be made freely and without coercion or pressure. A comp time agreement may even take the form of an express condition of employment, so long as the employee knowingly and voluntarily agrees to it as a condition of employment, and the district informs the employee that the comp time received may be preserved, used, or cashed out consistent with the FLSA. In situations where a district’s policy or regulation governing comp time is incorporated by reference into an employment agreement, the school district may impose the regulation onto the employee.

In addition to the requirement of an agreement, the maximum number of comp time hours that an employee may accrue is 240 hours. This corresponds to 160 actual hours of overtime work. Any overtime hours accrued in excess of this must be paid as time and a half. When an employee leaves a district, whether voluntarily or involuntarily, the district must pay the employee all unused comp time at his final hourly rate of pay.

Furthermore, employees who have accrued comp time must be permitted to use their comp time within a reasonable time after the request, as long as it does not unduly disrupt the operations of the district. Practically speaking, this means that you should only deny a request to use comp time under rare circumstances.

And, finally, remember that districts are required to keep careful record of both the comp time earned and the comp time used by employees. The district and employees may keep track of comp time used on regular timesheets; however, for purposes of clarity, you may decide to use specific comp time forms that track the amount of compensatory time off earned and used within a specific time period.

### Automatic deductions for lunch breaks.

Employers will frequently get complaints from their employees that clocking out and in for lunch breaks is burdensome and cuts into the employee’s break time. This was a frequent complaint when employer’s utilized what are now considered old-fashioned time clocks which required an employee to physically go to the time clock and punch a time card. However, with the advent of timekeeping software that can be loaded on employees’ computer stations, clocking in and out should no longer be a common complaint. However, in an effort to minimize complaints, some employers agree to just simply automatically deduct the meal period from the employee’s time for the day, thus, presuming that the employee has taken the break. But, as you know, no good deed goes unpunished.

While this may make your bookkeeping functions simpler, we discourage automatic deductions for meal periods, if you provide employees with an unpaid meal break. (Remember that breaks of twenty (20) minutes or less should be paid breaks.) If an employee reports to the Department of Labor (“DOL”) that he frequently is not able to take a lunch break or is interrupted during lunch breaks, yet all lunch breaks are automatically deducted, the DOL will likely find that the district has violated the FLSA in two ways. If your district is audited by the DOL, you are required to prove that you have time records that accurately reflect the hours worked, and that you have paid your employees for all hours actually worked. But, if the DOL believes the employee’s account, your records will be deemed to be inaccurate and the DOL will find that you owe the employee back wages and liquidated damages. Because it is the district’s burden to prove compliance with the FLSA, these kinds of cases can be very difficult (and expensive) to defend.

But, there is an easy solution to this – simply require non-exempt employees (who work more than a certain number of hours per day) to take a lunch break, and require all non-exempt employees to clock in at the beginning of the shift, clock out for the lunch break, clock in when he returns to work and clock out at the end of the shift. Have a workplace rule that requires all non-exempt employees to notify a supervisor, preferably in writing, if he is not able to take a lunch break, is substantially interrupted during a lunch

*(Continued on page 9)*

## HEALTH CARE REFORM PLANNING FOR RURAL SCHOOLS

A Review of Existing and Upcoming Provisions and Requirements

Mark Iglehart & Dale Johnson, Forrest T. Jones & Company

The Affordable Care Act (ACA) is moving forward and is now squarely in the middle of health insurance & benefit considerations for Missouri rural schools, employers and individuals. On Friday, February 15, 2013, at the Annual MARE Conference members may attend a Health Care Reform Planning workshop to obtain the most current information and common sense guidance on the ACA. Workshop objectives will be to:

- ✓ Assist you with budget planning ideas and tips for your upcoming 2013 & 2014 health insurance renewals.
- ✓ Provide common sense facts on the ACA to help you provide guidance and leadership to your district, staff and retirees on a subject that is very important to all.
- ✓ Cover important requirements of the ACA that impact you, your bookkeeper, staff and retirees, including “Full-Time vs. Part-Time” and “Play or Pay” provisions. And,
- ✓ Provide current updates on the status of the public individual and small group exchanges in Missouri for 2014, expansion of Medicaid and the overall prospects for the Affordable Care Act to live up to its name.

In the meantime, if you have questions about the ACA or your employee benefits, please contact us at [miglehart@ftj.com](mailto:miglehart@ftj.com), [djohnson@ftj.com](mailto:djohnson@ftj.com), or 800-821-7303, ext. 1298. Or, contact one of our other FTJ Regional Directors, Drew Beaugard, Kenneth Wilson, Kriste Martin, Dale Johnson, Harold Shoff or Lori Negre at [moeducators@ftj.com](mailto:moeducators@ftj.com), or 800-821-7303, ext 1179.

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[moeducators@ftj.com](mailto:moeducators@ftj.com)  
[www.ftj.com/moed](http://www.ftj.com/moed)



FTJ is the Missouri Educators United  
Health Plan Administrator



(Continued from page 7 Common Mistakes Under the FLSA – And How to Avoid Them)

break, or forgets to clock out and in for lunch. Create forms for employees to complete, and submit to a supervisor for approval, to document these occasions. While you still must pay an employee wages for all hours “suffered or permitted” to work, you may discipline an employee for violating work place rules. Thus, for example, you can discipline an employee for repeated failures to clock out and in for lunch.

### 3. Failing to keep accurate records.

A district may do everything correctly in terms of paying minimum wage and overtime wages correctly. However, a district may still engage in inadvertent violations of the FLSA by not maintaining **accurate** records. (The records must be maintained for at least three years.) Thus, remember that district must keep certain records for its non-exempt employees. These include: (1) the employee’s full name, as used for social security purposes, and on the same record, the employee’s identifying symbol or number if such is used in place of the employee’s name on any time, work, or payroll records; (2) the employee’s home address, including zip code; (3) the employee’s birth date, if younger than 19; (4) the employee’s sex and occupation; (5) the time of day and day of week when the employee’s work week begins; (6) the hours worked each day by the employee and the total hours worked by the employee each work week; (7) the basis on which the employee’s wages are paid; (8) the employee’s regular hourly pay rate; (9) the employee’s total daily or weekly straight-time earnings; (10) the total overtime earnings for the employee for the work week; (11) all additions to or deductions from the employee’s wages; (12) the total wages paid each pay period; and (13) the date of payment and the pay period covered by the payment.

With respect to exempt employees, the district must maintain accurate records that reflect: (1) the (1) the employee’s full name, as used for social security purposes, and on the same record, the employee’s identifying symbol or number if such is used in place of the employee’s name on any time, work, or payroll records; (2) the employee’s home address, including zip code; (3) the employee’s birth date, if younger than 19; (4) the employee’s sex and occupation; (5) the time of day and day of week when the employee’s work week begins; (6) the total wages paid each pay period; (7) the date of payment and the pay period covered by the payment; and (8) the basis on which wages are paid.

### 4. Failing to pay overtime to non-exempt employees who work two or more jobs.

Many districts employ employees in more than one non-exempt capacity, and pay these employees at different rates of pay. The FLSA requires that non-exempt employees be paid overtime wages at the rate of one and a half times the regular rate of pay for all hours worked in excess of 40 hours in any work week. Thus, even if a non-exempt employee has multiple positions and does not work in excess of 40 hours per week in any one position, the employee must still be paid overtime if he works in excess of 40 hours in the week between all of his jobs. When these employees have multiple rates of pay, you must calculate the rate for overtime correctly. Typically, the fairest method (to both the district and the employee) is to compensate non-exempt employees who work in multiple jobs with different rates of pay using the blended rate calculation for all hours worked over 40 in a workweek.

### 5. Refusing to pay for hours worked that were not approved in advance.

Many employers believe that if a non-exempt employee did not obtain prior authorization to work certain hours (whether overtime or not), that the employer can refuse to compensate the employee for the hours worked. This is incorrect. The FLSA defines compensable time, meaning that the district must compensate the employee, for all hours “suffered or permitted to work.” Thus, if the district allows an employee to work, or knows that the employee is working, the employee must be compensated. This even includes work the employee may be doing from home. In our experience, this issue typically arises in one of three circumstances: (1) the diligent and dedicated employee who wants to perform at a high level and works extra hours for the benefit of the school; (2) the employee who wastes time at work and then must make up the work after hours or at home; and (3) the employee who cannot competently perform his work during his regular hours, and works extra hours off the clock to appear as if he is performing to expectations.

To control this, supervisors should set clear guidelines with non-exempt employees regarding the employee’s regular work hours and expectations. If a supervisor has reason to believe the employee is working extra hours, but not reporting them, the supervisor must address the issue with the employee. If a supervisor has actual knowledge that an employee is working extra hours and the employee is not reporting the hours, the district must still correct the time records and compensate the employee. As with lunch periods, the district may discipline an employee for violating a work place rule that requires the employee to record all hours worked accurately.

Over the last several years, there has been an increase in the number of FLSA lawsuits that have been filed, making it imperative that school districts strive to comply with the FLSA requirements. Thus, with a little bit of diligence and following this advice, you should be able to avoid these common mistakes.



## School District External Boundary Issues

By Duane Martin

The continued existence of our public school districts in their current form is often assumed. Unfortunately, with heightened financial demands, the push for more choices in public schools, and dwindling resources, changes in the geographical configuration of Missouri public school districts are likely to become more commonplace. Patrons are increasingly interested in filing petitions with school boards seeking changes in the boundaries of their school districts. Accordingly, school officials need to become generally familiar with the variety of processes that can lead to a change in the external boundaries of their districts.

At one time all of Missouri was made up of numerous small school districts. Consolidation of these small districts began in the 1940's, and reorganization began in the 1950's. It has been possible over the years, and remains possible today, to change property from one district to another through a petitioning and voting process. Legally, a Missouri public school district's external boundaries can be changed by one of five<sup>1</sup> different procedures: (1) a boundary change election, (2) an annexation election, (3) a consolidation election, (4) a reorganization plan submitted to the state board of education, or (5) the district's loss of accreditation. The following is a brief discussion regarding each of these legal methods of boundary changes and the procedure associated with each.

### **Boundary Change Election**

One of the most common methods used to alter external district boundaries is through a boundary change election. For a change in boundaries among established school districts, the process begins with a petition for a boundary change by the required number of qualified voters to the school boards in the election to decide whether a boundary line change will occur by majority vote. *Id.* When a boundary change vote passes in one affected district, but not another, a Board of Arbitration may be appointed to resolve the dispute.

### **Annexation**

The procedure for an entire school district to be attached to one or more adjacent districts is called an annexation. The process is initiated when a petition for annexation by the required number of qualified voters is submitted to the school board of the district desiring to be attached. The board must then submit the question to the voters. As an alternative to this procedure, a district may, by a majority vote of its board of education, propose a plan to the voters of the district to attach the district to one or more adjacent districts and call for an election upon the question of such plan. A plat of the proposed changes to all affected districts must be published and posted with the notice of election.

If a majority of the votes cast in the district proposing annexation favor annexation, the board secretary certifies this fact, with a copy of the record, to the board of the district and to the boards of the districts to which annexation is proposed. The boards of the districts to which annexation is proposed then meet to consider receiving the district or a portion thereof, and if a majority of each board favors annexation, the boundary lines of the school districts from the effective date shall be changed to include the district.

### **Consolidation Election**

When the voters in any two or more adjacent districts want to consolidate and form a new district, a petition signed by the required number of voters asking for an election upon the question of consolidation is filed with the boards of education of the affected districts. As an alternative to this procedure, two or more adjacent districts may, by a majority vote of each board of education, call for an election upon the question of consolidation. The question is then placed on the ballot to be submitted to the voters in each district at the next election day. A plat of the proposed new district must be published and posted with the notices of election. The results of the voting on the proposal in each district affected is certified to the state commissioner of education and by the secretary of each board of education of each district and, if the majority of the votes cast in each affected district is in favor of the proposal, the state commissioner shall declare the new district formed as of July first following the submission of the question.

### **Reorganization**

The reorganization statute was designed to reduce the number of school districts in the state. Under this statute, the number of school districts in the state was reduced from over 8,500 school districts in 1949, to approximately 2,700 in 1956.

The statute currently provides that the county commission is the entity that must develop a plan for reorganizing the county's districts. In recommending reorganization plans, the county commission can divide all existing unreorganized districts, and any reorganized district not offering an approved program of work through the twelfth grade, and place any portion in any other proposed district, so long as each proposed district is composed of contiguous territory. These county-specific plans are then presented to the Department of Elementary and Secondary Education

(Continued on page 22)

<sup>1</sup> In theory, a school district as a political subdivision of the state could also lapse due to bankruptcy. Given the rarity of this remote possibility, this method does not warrant discussion here.

October 22, 2012

## Monsanto grant funds crime lab experiments at Liberal High School

By Ryan Richardson [news@joplinglobe.com](mailto:news@joplinglobe.com) [The Joplin Globe](http://TheJoplinGlobe.com) Mon Oct 22, 2012, 10:39 PM CDT

LIBERAL, Mo. — The Liberal School District has received a \$10,000 grant to enhance its science program at the high school. The money comes from the Monsanto Fund through a program titled America's Farmers Grow Rural Education. The grant will pay for equipment that can be used in experiments such as DNA fingerprinting and electrophoresis, which also is used in making DNA identifications.

Liberal High School science teacher Pam Clemensen, who was instrumental in applying for the grant last year, said students were excited when they learned on the first day of school in August that the district would receive the money. Monsanto made the public announcement about the grant earlier this month.

The high school has only 150 students, including just 23 seniors, but despite the small size, it has made waves at regional science competitions recently.

"Our students have done well at the Pitt State Science Relays and have taken time to learn at Missouri Southern," Clemensen said. "They are dedicated to learning and becoming well-rounded students and they take advantage of every opportunity presented to them. We're small, but we are strong and this grant will help foster their dedication to science."

Clemensen said the decision to go with technology that emphasizes crime lab research was an easy one.

"It's a really hot science now and the students have already had some hands-on time with it at Missouri Southern's science department and the kids really responded well to it," Clemensen said. "Now that we have it here, in our hands, it makes us pretty state of the art, especially at a small school."

Liberal Superintendent Bill Harvey said local farmers had to nominate the school before it could apply for the grant.

"Their support represents what kind of community we have in Liberal and without it, we would not be in the position that we are in now," Harvey said. "We are excited for this opportunity that has been presented to the school and our students."

### Monsanto

The Monsanto Fund is the charitable arm of St. Louis-based Monsanto Co. The America's Farmers Grow Rural Education program will donate more than \$266,000 to school districts across the nation, including the \$10,000 that was given to the Liberal School District. Monsanto also provides grants to support farmers, community development and science and technology programs worldwide.

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## Plan for 2013-2014 Personnel Needs Now

Amy Leech Clendennen  
Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C.

As the first semester of the 2012-2013 school year winds down, administrators should begin laying the groundwork for personnel changes they wish to implement for 2013-2014. Missouri law imposes strict timelines on certain personnel decisions. In addition, employees may be entitled to due process before their employment may be terminated. Some employees must be given time to improve certain performance deficiencies. Given these considerations, districts should not wait until the end of the school year to make decisions about next year.

Use the following guidelines to help determine what can and must be done now and in the coming months, to preserve as many options as possible for 2013-2014 staffing.

Employee	Applicable Timelines	What Should Be Done Now
Tenured Teacher	The district must provide tenured teachers with at least <u>30 days</u> in which to remedy performance concerns involving incompetency, inefficiency, or insubordination in the line of duty. <sup>1</sup> The teacher must be given written warning of the specific concerns which, if not removed, may result in charges to terminate the teacher's employment. This is commonly known as a "notice of deficiency." When a teacher is given a notice of deficiency, district administrators and the teacher must meet and confer in an effort to resolve the matter.	Evaluate tenured teachers according to state and district standards. If performance concerns exist, evaluate as needed to assess the teacher's performance, regardless whether the is scheduled for an annual evaluation or not. Document performance concerns and communicate them to the teacher. Provide assistance in meeting any goals identified in a notice of deficiency.  If an adequate notice of deficiency has been provided and the teacher's performance has not improved, consider whether the district has adequate evidence to support a statement of charges to terminate the teacher's employment. Consult your school district's attorney prior to serving a statement of charges.
Probationary Teacher	On or before <u>April 15</u> , the district shall notify in writing a probationary teacher who will not be retained by the school district of the termination of his or her employment. <i>Failure to provide notice of non-renewal by April 15 constitutes reemployment under the terms of the contract for the current school year.</i>  On or before <u>May 15</u> , the district must provide contracts to all probationary teachers who will be reemployed for the next school year.	Evaluate probationary teachers according to state and district standards. Document performance concerns and communicate them to the teacher. <b>Know whether the teacher will have tenure if renewed for next school year!</b> <sup>2</sup>  If the teacher will be tenured next year and performance concerns persist, consider non-renewal. Neither party should be surprised by the employment decision reached on or before April 15.
Administrators (other than the superintendent)	On or before <u>April 15</u> , the district must notify each administrator, in writing, concerning his or her reemployment or lack thereof. <sup>3</sup> <i>Failure to provide notice of non-renewal by April 15 constitutes reemployment on the same terms and in the same position as those provided in the contract of the current fiscal year.</i>  On or before <u>May 15</u> , the district must provide contracts to all administrators who will be reemployed for the next school year.	Discuss the administrator's ongoing performance and progress toward goals. Discuss both parties' expectations for the next school year. Does the administrator want a new contract? Are there performance issues that must be remedied? Should the terms of the contract be modified? Neither party should be surprised by the employment decision reached on or before April 15.

<sup>1</sup> No notice period is required prior to serving a statement of charges for the following: Physical or mental condition unfitting the teacher to instruct or associate with children; Immoral conduct; Excessive or unreasonable absence from performance of duties; Willful or persistent violation of, or failure to obey, the school laws of the state or the published regulations of the board of education; or Conviction of a felony or a crime involving moral turpitude.

<sup>2</sup> If the teacher has been employed by your district for five successive years, he or she will be tenured automatically upon reemployment for the next school year. The five-year period may be shortened if the teacher previously worked in your district or another district, or lengthened, if the teacher works or has worked part-time. Contact your school district's attorney if you are not certain about when a particular teacher will become tenured.



# MARE Conference 2013

*“Creating a Vision for the Future of Rural Education in Missouri”*

## Conference Planner at a Glance

<u>TIME</u>	<u>Session</u>	<u>Program</u>	<u>Room Locations</u>
<b>Thursday – February 14</b>			
1:00 p.m.	School Board Training		
1:00 p.m.	Opening Remarks/Pledge		
1:30 p.m.	General Session:	presented by Attorney's with Mickes Goldman O'Toole	
3:00 p.m.	Legislative Update:	presented by members of the SAC Lobbyists	
3:50 p.m.	Small Group Session:		
	<ul style="list-style-type: none"> <li>Chasing Rigor in the Classroom</li> <li>Getting Quality Capital Projects Done</li> <li>Common Core Implementing New Standards</li> <li>Serious About Online Learning</li> <li>Teacher Home Visits</li> <li>Character Education Go Hand in Hand</li> </ul>	Randy Sheriff Russ Brock Hope Pickard & Marla Swindell Ruth Block Karen S. Kalish Tiffany Sanny	
5:30 p.m.	Opening Reception & Exhibits		
<b>Friday – February 15</b>			
7:30 a.m.	Breakfast and Exhibits Open		
8:15 a.m.	School Board Training		
8:30 a.m.	Small Group Sessions:		
	<ul style="list-style-type: none"> <li>Learning &amp; Leading</li> <li>Support &amp; Data Gathering</li> <li>Missouri School Psychological Services</li> <li>Selecting &amp; Working with Your Architect</li> <li>Changing the Face of Education</li> <li>Strategies &amp; Factors of PS Referendums</li> </ul>	Bill Agnew Marc Doss & Robert Simpson Lindsay Oram Dwight Dickerson Dan Decker Alan Stauffacher	
9:30 a.m.	Small Group Sessions:		
	<ul style="list-style-type: none"> <li>GO Bond &amp; Levy Election Strategies</li> <li>Need a Boost in Your Student Performance</li> <li>Implementing a Full iPad</li> <li>Bears Den – Ava's 21st Century CCLC</li> <li>What Time Is It?</li> <li>School Based Threat Assessment</li> </ul>	L.J. Hart & Others Lamar Hicks Frank Dahman & Sharon Knuth Brian Wilson Mike Jinks & Duane Martin Katie Neubauer	
10:30 a.m.	General Session:		
	Part 1 – Health Care Reform Update Part 2 – Internet Safety	Forrest T. Jones & Co. Representatives Melanie Keeney & Celynda Brasher	
12:00 Noon	LUNCH		
1:10 p.m.	General Session:		
	Part 3 – FLITEleaders & The Law Part 4 – PSRS/PEERS Update	Mike Ringen, Julie Brunner & Duane Martin Steve Yoakum Dr. Michael Johnson	
3:00 p.m.	Keynote Speaker		
4:30 p.m.	Annual MARE Membership Meeting		
6:30 p.m.	Annual Rural Education Awards Banquet		
<b>Saturday – February 16</b>			
7:30 a.m.	Breakfast		
8:15 a.m.	School Board Training		
8:15 a.m.	General Session:		
	Part 1 – MSIP 5 – Impact on Rural Schools Part 2 – Superintendent Evaluation Process	Ron Wilkin (DESE) Doug Hatridge (Central RPDC)	
9:30 a.m.	General Session:		
	Part 3 – Budget Planning Update	Representatives from L.J. Hart & Co.	
10: 45 a.m.	General Session:		
	Part 4 – Legal Update	Presented by Attorney's with Guin Martin & Mundorf	
12:00 Noon	CONFERENCE ADJOURNMENT		

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# Missouri Association of Rural Education

## Legislative Platform

2012-2013

### STATE ISSUES

#### Student Educational Attainment:

##### MARE Supports:

1. Increased appropriations for the public schools, which are sufficient to fully fund the foundation formula and further equalize support of each child in Missouri.
2. Increased funding for Small Schools Grant in order to expand the program to include districts with an ADA of 351 to 450+ with consideration being given to a *District Size Modifier* in the formula.
3. Providing adequate educational resources (funding) for district summer school programs.
4. Opportunities to assist districts (through funding) wishing to share staffs or programs.
5. Allowing the local school district the option to provide a hiring incentive or salary schedule modification to attract/retain teachers based upon demonstrated need for teachers certified in identified shortage subject areas.
6. The ultimate decision in establishing the local curriculum must be maintained at the local level.
7. Increased funding for the use/upgrade of technology, internet connection, MOREnet, for early childhood/preschool programs, Parents as Teachers, safe school grants, and alternative education/instructional program options.
8. The creation of a state funding source to support school facility replacement and/or improvement.
9. Creating educational standards for home-schooled students and institutes procedures for enforcement of those standards.
10. Increased funding to train administrators to conduct effective and constructive evaluations of district staff.
11. On-going review of Missouri's approach to funding public education programs making such programs more equitable.
12. Maintaining the highest quality staff by implementing plans for their effective recruitment and retention.

##### MARE Opposes:

13. Decreased funding for career, technical and vocational education programs.
14. Mandating that school districts educate students who have been suspended or expelled.
15. Expanding Charter School Districts at the expense of public school funding.
16. Restricting school administrators from prior review of student publications.
17. Mandating new programs without appropriating the necessary new funds to implement or maintain such programs.
18. The establishment of an arbitrary percentage of student performance in the employee evaluation process.

#### School Finance:

##### MARE Supports:

1. Efforts to work with the Governor, the Missouri Legislature, and DESE to identify long-term solutions for full funding of Missouri public education, which might include new sources of revenue.
2. Efforts for restoration of formula shortfalls for FY10, FY11, and FY12 as well as cuts and/or withholdings of categorical funds including transportation, parents as teachers, career ladder, testing programs, and support for local professional development centers.
3. Increased funding for transportation to address the increasing operational costs and concerns for student safety.
4. The on-going evaluation of the effectiveness of the *Dollar Value Modifier* on rural school districts.
5. Requiring the State to provide assistance to rural provisionally accredited and unaccredited school districts to aid those districts in returning to full accreditation status.
6. Exempting public schools from paying motor fuel tax for fuel consumed by buses.
7. Restricting any political subdivision from abating existing taxes or re-directing potentially new taxes to another subdivision.
8. Preventing further erosion of and shifting of tax burdens from business to individual taxpayers forcing school districts to adjust levies upward to recover revenues lost due to the adverse decisions of the State Tax Commission.
9. Allowing Missouri votes to amend the State Constitution to provide for a simple majority approval of public school general obligation bond issues.
10. Increasing the bonding capacity to 20% to keep up with the growth and building costs under the current limitation of 15%.
11. Reformation of Missouri tax credits to at a minimum allow for the establishment of caps on programs where feasible, identify sunset dates on ALL tax credits, NOT subject tax credits to appropriations, elimination of some tax credit programs.
12. Increased funding to support/maintain the minimum teacher's salary program.
13. Extension of "25 and out" and the "2.55 factor after 31 years of service" plan designs as funded through the Public School Retirement System of Missouri.
14. The affordability/accessibility of healthcare.



(Continued from page 16 - *Legislative Platform*)

#### **MARE Opposes:**

15. Removing the local board of education authority to set salaries/benefits for any member of the district staff.
16. Legislative/constitutional mandates that would interfere with the local board of education's efforts/responsibilities to operate the school district. (i.e. 65% solution, Taxpayer Bills of Rights).
17. The creation of any new property tax relief programs by freezing, reducing, limiting, eliminating or exempting the current property tax base or replacing Missouri income tax with a statewide sales tax.

#### **School Governance:**

##### **MARE Supports:**

1. Legislation that defines the parameters of collective bargaining for public school employees while preserving the local boards' authority to make final decisions in the best interest of their respective districts.
2. The expansion of the prohibition of punitive damages against political subdivisions; Extension of Sovereign Immunity protection to all employees and volunteers of political subdivisions, and to *Reverse* the consequences of the Schoemhl Decision.
3. Mandating the utilization of seat belts on school buses on the basis that *scientific evidence* can demonstrate a marked increase in student safety and such a mandate would be totally funded (by the State) to include ALL costs associated with such legislation. (Funding to include additional equipment, equipment upgrades, personnel, etc.)
4. Removal of school districts from prevailing wage requirements.
5. The prevention a school board member from filing for re-election if the required 16 hours of board training had not been completed within three years.
6. The maintenance of a strong Public School Employee Retirement System (PSRS/PEERS).
7. Efforts to work with the IRS and the Missouri Office of Administration to ensure that all members of the Missouri Public School Retirement System holding a valid teacher certificate continue to be exempt from payment of Social Security Taxes.

##### **MARE Opposes:**

8. Any requirement for PSRS/PEERS to combine/consolidate in whole or part and/or asset investments with any or all of the other state retirement system.
9. The restriction/removal of the Board of Education's local control of public school districts.
10. Forcing non-voluntary school consolidation.
11. Forcing non-voluntary open enrollment between school districts.
12. Legislation allowing state funding (tax dollars) in the form of vouchers/scholarships/tuition tax credits, for non-public schools.
13. Legislation restricting/changing the basic governance, policies and services provided by educational support organizations to the local school district (i.e. MSHSAA, MUSIC, etc.).

#### **FEDERAL ISSUES**

##### **MARE Supports:**

1. Assessments to improve student achievement, but opposes the expansion of testing under NO Child Left Behind for grades 9 through 11.
2. The critical role that career and technical education plays in preparing rural students for the workforce and further education.
3. The expansion of the definition of a high-need school district to include rural school districts in addition to high-poverty districts, recognizing the unique staffing needs and shortages of geographically isolated districts.
4. Maintaining E-Rate as an element of the Universal Service Fund.
5. The fulfillment of Congress' promise of mandatory funding of IDEA at 40 percent of the National Average per Pupil Expenditure for every child in special education.
6. The reimbursement of rural districts for medical expenses attributed to Medicaid eligible students.
7. The use of poverty indicators in place of census poverty as the measure of student poverty within rural school districts.
8. The *Formula Fairness Campaign* to end Title I formula discrimination against disadvantaged rural students with the elimination of the "Number Weighting" provision.
9. The continuation as well as increased funding of the Rural Education Achievement Program (REAP).
10. The continued funding of Title I dollars in meeting the needs of poor rural school districts.
11. Fully funding of the authorized amounts promised under NCLB.
12. Efforts to work with the IRS and SSA to ensure that all members of the Missouri Public School Retirement System holding a valid teacher certificate remain exempt from Social Security taxes.
13. The repeal of WEP and GPO provisions of Social Security.

##### **MARE Opposes:**

14. The use of Federal Funds to fund private schools through vouchers, scholarships, or tuition tax credits.
15. The federal government issuing any un-funded mandates within education.
16. Forcing mandatory Social Security for new teachers.
17. Mandates in the Child Nutrition Bill that would require school food service directors to be certified.

(Continued from page 12)

Employee	Applicable Timelines	What Should Be Done Now
Contractual Employees (Non-Certified)	Refer to the contract and district policies for applicable deadlines.	Evaluate and discuss the employee's ongoing performance and progress toward goals. Discuss both parties' desires and expectations for the next school year. Does the employee want a new contract? Does this position require a contract, or could the employee continue as an employee at-will, next school year? If a contract is necessary or desired, should the terms of the contract be modified?
Employees At-Will (Non-Contractual, Non-Certificated)	Refer to district policies for any deadlines that may apply.	Evaluate and discuss the employee's ongoing performance and progress toward goals. Ensure consistency in all decisions affecting the terms and conditions of employment. Take care to avoid any inference of discrimination based on an employee's race, color, national origin, sex (including pregnancy), religion, disability, genetic information, or age. In addition, if an employee has complained of discrimination or assisted another in filing a complaint, contact your school district's attorney prior to making any decision regarding that employee.
Superintendent	Refer to district policies for any deadlines that may apply.	The Superintendent and the Board of Education should discuss the Superintendent's ongoing performance and progress toward goals. Discuss plans and expectations for the next school year. Does the Superintendent want to extend the contract? If so, for how long and under what terms? Are there performance issues that must be remedied? Contact your school district's attorney for guidance on what can, should, and must be included in the Superintendent's contract, and when and how to terminate a contract.

<sup>3</sup> Administrators may have additional rights depending on their length of service and whether they were tenured teachers prior to taking an administrative position. Contact your school district's attorney prior to non-renewing an administrator's contract.

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## Orrick R-XI School District Receives Monsanto Grant

Superintendent Aerin O'Dell of Orrick R-XI School District, writes: *"We were very pleased to receive it and are excited about the possibilities it brings our students. We were one of the few schools in Missouri to receive the \$25,000 award and construction is already underway for an aquaponics learning lab and greenhouse. If you would like to learn more about it, our Vo-Ag teacher, Don Honeycutt, would be happy to assist. Pictured below is Mr. Honeycutt with his FFA officers, a representative from Monsanto presenting the grant check, and some of our local farmers who nominated the grant."*



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the philanthropic arm of the Monsanto Company, is a non-profit organization dedicated to strengthening the farm communities where farmers and Monsanto Company employees live and work. Visit the Monsanto Fund at [www.monsantofund.org](http://www.monsantofund.org).

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December 12, 2012

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Our Professional Development and consultation services focus on developing strong communication, creative problem solving, innovation, and teamwork to support the work you are doing in your school district. Staff members prefer active professional development that helps them implement a multitude of changes while working more smoothly with their colleagues. That's the kind of PD that FLITEleaders provides. Please contact Mike Ringen or Julie Brunner at [info@fliteleaders.com](mailto:info@fliteleaders.com) to schedule a free consultation. Come to one of our upcoming presentations at the Powerful Learning Conference, the MARE conference, or the Missouri Association of Elementary School Principals Conference in 2013. We hope to see you soon!

### Good to Extraordinary by Mike Ringen



Until a high level of trust is obtained, real collaboration, buy-in, and staff empowerment will not happen. Schools can say they are a learning community, but until there is true communication that results in innovative, creative solutions to problems the learning community is by name only.

As a retired educator with 31 years of experience, I have seen programs, assessments, curriculums, and textbooks come and go. For any of them to be effective long-term, they must be embedded in a philosophy of commitment and collaboration. Every school district must make decisions about their own mission and vision, and develop a plan based on their individual needs. Each district is unique, so any "canned" program that works for one may not work for another. Any sustained, long-term, and successful improvement requires leadership, collaboration, accountability, and buy-in.

We encourage you to evaluate your district's school improvement process. If you need any help developing a plan or facilitating leadership training, improvement collaboration, and creative problem-solving processes, contact us at [info@fliteleaders.com](mailto:info@fliteleaders.com) or visit [FLITEleaders.com](http://fliteleaders.com). We would be happy to help.



### Duane Martin Guides Leaders



The vision and direction of the district is determined in large part by the board of education, central office personnel, building level administration, and staff leadership teams. Setting a positive course for sustained, long-lasting results is the primary goal of leadership and dealing with issues proactively to prevent them from escalating into major problems through advance planning, communication, knowledge of policy and law, and a willingness to collaborate with others are major steps in making that happen. If FLITEleaders and I can be of help in this process, please let us know.

### Three Resource Recommendations by Julie Brunner

As you and your staff start shifting more content work areas from anywhere, staff members can become overwhelmed by the challenge. Here's a link to the Top 10 Reasons that Blended Learning is Worth the Hype. <http://tinyurl.com/bkdp2rb> Find out how you can save time, money, frustration, and, most importantly, engage students!



online so that students can access assignments, quizzes, and collaborative assignments. It is important to keep the advantages in mind. Learning is Worth the Hype. <http://tinyurl.com/bkdp2rb> Find out how you can save time, money, frustration, and, most importantly, engage students!

Animoto is an online multimedia resource that is free from a collection of regular digital photos. This is of study. It can be used as a collaborative tool if each participant submits a picture and some text to include in the video on a topic of choice. "Why I Teach" is a good one to start with! <http://animoto.com>

for teachers. With Animoto, you can quickly create snappy videos with music great for a holiday project, a year-end celebration, or to introduce a new unit

Tagxedo.com is a free online tool that creates eye-catching pictures from words you select. Try uploading your district's mission and vision statements into Tagxedo, put them in the shape of your mascot or an apple, choose your school colors, and within about a minute you will have a unique and attractive graphic to spark conversations.

### MARE Partnership



FLITEleaders and MARE, the Missouri Association of Rural Education, are working together to bring leadership training, creative problem solving strategies, and engaging professional development to member schools. We are currently scheduling regional meetings to bring our training opportunities to areas around Missouri.

## Monsanto grant funds crime lab experiments at Liberal High School

The Liberal School District has received a \$10,000 grant to enhance its science program at the high school.

The money comes from the Monsanto Fund through a program titled America's Farmers Grow Rural Education. The grant will pay for equipment that can be used in experiments such as DNA fingerprinting and electrophoresis, which also is used in making DNA identifications.

Liberal High School science teacher Pam Clemensen, who was instrumental in applying for the grant last year, said students were excited when they learned on the first day of school in August that the district would receive the money. Monsanto made a public announcement about the grant earlier this month.

"Our students have done well at the Pitt State Science Relays and have taken time to learn at Missouri Southern," Clemensen said. "They are dedicated to learning and becoming well-rounded students, and they take advantage of every opportunity presented to them. We're small, but we are strong and this grant will help foster their dedication to science."

Clemensen said the decision to go with technology that emphasizes crime lab research was an easy one.

"It's a really hot science now," she said. "The students have already had some hands on time with it at Missouri Southern's science department, and the kids really responded well to it. Now that we have it here, in our hands, it makes us pretty state of the art, especially at a small school."

Liberal Superintendent Bill Harvey said local farmers had to nominate the school before it could apply for the grant.

"Their support represents what kind of community we have in Liberal, and without it, we would not be in the position that we are in now," Harvey said. "We are excited for this opportunity that has been presented to the school and our students. THE MONSANTO FUND is the charitable arm of St. Louis-based Monsanto Co. The America's Farmers Grow Rural Education program will donate more than \$266,000 to school districts across the nation, including the \$10,000 that was given to the Liberal School District. Monsanto also provides grants to support farmers, community development, and science and technology and technology programs."

## learning environments



*At Dickinson Hussman Architects, we believe that our clients have the power to change the world through each and every student they impact.*

*We strive to sustain this mission by creating learning environments that advance the exchange of knowledge so students are inspired to reach their full potential.*



(Continued from page 11 - School District External Boundary Issues)

("DESE") for final approval. Once approved by DESE, the county clerk must then submit the question in each proposed school district wholly within the county or which has been designated by the state board of education as belonging to the county. A majority affirmative vote in each district to be affected is required for adoption of the proposed reorganized district.

**Loss of Accreditation**

A school district's corporate organization lapses if it is classified unaccredited for two successive school years by the state board of education.

Upon lapse by the district, the state board of education may: (1) appoint a special administrative board to retain the authority granted to a board of education for the operation of all or part of the district; (2) attach the territory of the lapsed district to another district or districts for school purposes; or (3) establish one or more school districts within the territory of the lapsed district.

As you can see, there are a variety of legal methods that can result in a change in your district's external boundaries. A boundary change election or annexation election are the most common methods, but others may be appropriate, depending on the district's circumstances. If changes in your district's external boundaries are proposed, seek counsel early to ensure that your district has a sound understanding of its obligations and its options in responding to the proposed changes.



Attorneys at Law

Kansas City

Columbia

Collinsville, IL

The law firm dedicated exclusively to the representation of public school districts.

Duane Martin

Shellie Guin

2401 Bernadette Drive  
Suite 117  
Columbia, Missouri 65203  
573.777.9645  
Fax: 573.777.9648

9237 Ward Parkway  
Suite 240  
Kansas City, Missouri 64114  
816.333.1700  
Fax: 816.886.3860

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

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Above insurance products may contain limitations, exclusions and waiting periods. Not all products may be available in all states or eligible for Section 125, plus some products may be inappropriate for Medicaid coverage.

Section 125 Plans | Health Care Reform Guidance | Flexible Spending Account(s)  
403(b) Administration Services | Health Savings Account | Dependent Verification Reviews  
Health Reimbursement Arrangement | Disability Income Insurance | Cancer Insurance  
Life Insurance | Accident Only Insurance | Critical Illness Insurance | Annuities



Missouri Association of Rural Education  
 201 South Holden Street, Suite 202  
 Warrensburg, Missouri 64093-3400

NON-PROFIT  
 Permit No. 1  
**PAID**  
 Centerview, MO 64019

**Our purpose is to LISTEN to the NEEDS of rural Educators and then help them meet those NEEDS as efficiently as possible.  
 Through this type of SHARING and COOPERATION we can improve the OPPORTUNITIES for the CHILDREN of rural Missouri.**

**Disclaimer** – The view expressed in the articles printed in this publication do not necessarily reflect the opinions held by the MARE organization, or the Board of Directors. Please direct any comments and/or suggestions to the Executive Director at (660) 747-8050 or email: rpatrick@moare.com

***Superintendency Search***

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 inquires to:

**MARE Superintendency Searches**

**MARE**  
**201 South Holden**  
**Suite 202**  
**Warrensburg, MO 64093**

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

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\_\_\_\_\_ Individual Member from Non-Member Institutions – \$35 yearly

\_\_\_\_\_ Student Membership --- \$5.00 yearly

\_\_\_\_\_ Newsletter sent to district board members – \$25 yearly

\_\_\_\_\_ School District Six Digit School Code

Name: \_\_\_\_\_ Title: \_\_\_\_\_

School/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Mail to: MARE, 201 South Holden St, Suite 202,  
 Warrensburg, MO 64093 or fax: (660) 747-8160**