



**LAKE OF THE WOODS**  
*School*

**Lake of the Woods School ISD #390**

**April 2, 2024 @ 8:30 AM**

**Special Working Session - ITV Room**

**Working Session:**

1. Welcome & Introductions
2. Roles, Services & Costs
  - a. Ehlers
  - b. Widseth
  - c. Election costs
    - i. No cost when done with regular election
    - ii. Approximately \$20,000 for running a special election on an off year
3. Initial Draft Impact Analysis
4. Sample Questions
5. Timelines
6. Next Steps
7. Guidelines for Your District's Referendum
8. Questions
9. Adjourn

# 2024 Operating & Capital Project Levy Referendums

## *Schedule of Services*



### **Basic Services - Referendum**

For all operating & capital project levy (CPL) referendums, we will provide the following services:

1. Gather data from the District, County & Department of Education to understand the District's authority and its tax impact
2. Estimate the revenue, state aid & additional tax levies that would result from a referendum election, based on up to 10 different revenue amounts
3. Estimate the referendum's property tax impact for sample parcels of varying types & values
4. Provide tables which summarize the information described above
5. Submit tax rate & tax impact information to District staff &/or legal counsel for inclusion in the election resolution, ballot & in the case of operating referendums, legally required notice to all taxpayers
6. Prepare a customized presentation, including an explanation of referendums, statewide trends & information on the District's proposed operating & capital project levy referendum
7. Create & deliver two graphs comparing the District to eight others relative to total school property taxes paid in the prior year for average value residential homestead properties & in referendum authority
8. Attend a board work session or regular meeting to present information & explain options

### **Optional Services**

Ehlers provides a variety of high-impact, cost-effective optional tools including:

#### ***Comparative Reporting***

A comprehensive "Benchmarking Service," which further compares self-selected districts on a wide variety of variables. This additional reporting can be helpful to communicate how the District "stacks-up" compared with other districts and can enhance residents' ability to make a fully-informed choice on election day. Some reporting examples include:

- » School property taxes paid on other types of property
- » Tax base comparisons
- » Expenditure comparisons

#### ***Property Tax Impact Website***

To help District voters understand the referendum's potential property tax impact, we will:

1. Build & maintain a customized property tax impact website that includes:
  - » An interactive calculator allowing property owners to enter the estimated market value of their property & immediately receive an estimated tax impact of the referendum and for agricultural property an input offering to signal Ehlers to prepare individualized tax impacts

- » Helpful information about potential tax rebates & other special programs that may affect a District voter's total tax impact relative to the referendum
- » An invitation to contact Ehlers - via e-mail or toll-free number - with further questions about the tax impact of the referendum

2. Respond promptly to all taxpayer inquiries

**Board Renewal of Operating Referendum - Analysis**

For Districts weighing options related to board renewal. Ehlers will provide further analysis of your options, including review of inflation, state aids and levies, and tax impact.

**Fee Schedules**

**Standard Services** (*Districts may choose multiple services*)

Basic Services - Referendum	\$2,800	Additional Comparative Graphs	\$50 each
Board Renewal Analysis	Hourly	Property Tax Impact Website	\$1,000

**Hourly & Additional Services**

Ehlers will also provide services related to operating & capital project levy referendums on an hourly basis, in the following circumstances:

- » Districts which have selected one or more of the packages listed above, but request additional services related to the Project, including attendance at additional meetings in the District and provision of additional information not listed under standard services
- » Districts which request services that are more limited than any of the above (e.g., double-checking the District's estimates of revenue and tax impact, reviewing ballot language, or reviewing public information materials).

For these services Ehlers charges its standard professional services consulting fee of \$250 per hour. In addition, Ehlers bills for all out-of-pocket expenses incurred for, including document reproduction, delivery services and mileage (one-way only).

All fees described are due and payable to Ehlers upon completion of the board action, regardless the outcome of the election.

Visit [ehlers-inc.com](http://ehlers-inc.com)

E-mail [MNSchools@ehlers-inc.com](mailto:MNSchools@ehlers-inc.com)

Call 800-552-1171

**EHLERS**



**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

March 20, 2024

Jeff Nelson, Superintendent  
Lake of the Woods School ISD 390  
236 15<sup>th</sup> Ave SW  
Baudette, MN 56623

**Grand Forks**  
3535 South 31st Street  
Suite 203  
Grand Forks ND 58201  
701.795.1975  
GrandForks@Widseth.com  
Widseth.com

Re: Proposal for Pre-Referendum Planning Services  
Baudette, Minnesota

Dear Mr. Nelson:

Thank you for the opportunity to assist Lake of the Woods School in the pre-referendum planning process. As a follow-up to our meeting on March 13, 2024, Widseth Smith Nolting (WIDSETH) is pleased to submit the following proposal for pre-referendum planning services to meet your needs. This proposal, as dated above, is based on the attached General Provisions of Professional Services Agreement and amended to include the following information.

## Scope of Services

### *Project Description:*

The Lake of the Woods School District is in the early stages of preparing for a referendum on improvements to the existing facilities. In November 2023, WIDSETH completed a facility assessment that focused on known deficiencies within the existing building and on the grounds. The potential referendum may include any combination of the items indicated in the final assessment.

The Lake of the Woods School District is in the process of beginning to engage the community to gather feedback on the items identified and determine which items are a priority for the community.

The intent of the project is to assist the District in the efforts leading up to a potential November 2024 referendum.

### *Scope of Services:*

Based on the Project Description outlined above, WIDSETH proposes the following Scope of Services:

- **Architectural Services**– WIDSETH will provide services for the following:
    - **Review and Comment Document:** WIDSETH will prepare the Review and Comment document for submission to the Department of Education.
    - **Presentation Graphics:** WIDSETH will assist in preparing graphics to illustrate the District's plans to the public.
    - **Budgeting:** WIDSETH will work with the District to determine the costs of the improvements for use in determining the necessary referendum amount.
    - **Meetings:** In addition, WIDSETH will be available to take part in any School Board or community meetings to address any facility related technical questions.
  
  - **Communications Services** – WIDSETH will lead strategy meetings and develop key messages, create a communications schedule and distribution plan, and produce an informative video. Tasks may potentially include:
    - **Lead Strategy Meetings & Develop Key Messages**
      - Anticipate two video conference meetings per month.
      - Craft and prioritize key messages.
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- Create a Communications Schedule & Distribution Plan
    - Review a communications schedule and distribution plan during our second meeting. All forms of communication will be included in this schedule.
    - Establish who's responsible for distributing content.
  - Video Production
    - Discuss the goal of the video and establish a clear direction based on specific messages the video must communicate. Decide if we're going to produce one video or multiple videos. We may want to do a couple short videos in addition to the primary video.
    - Write a video outline/script based on information gathered during the kickoff meeting. Send script to the District to review and make necessary adjustments. Determine best way to deliver the script – interview(s) vs. voiceover. Professional voice talent will be used if we go that route. Schedule and film interview(s).
    - Capture photos and videos. Create supporting graphics, maps, animations.
    - Produce the first video draft. Review with the District and discuss changes.
    - Produce the second video draft. Review with the District and discuss changes.
    - Make adjustments and produce the final video.
- *Any service not specifically described herein to be performed, may if mutually agreed to by the Owner and WIDSETH, be performed as an Additional Service, with an increase in WIDSETH's compensation and an adjustment in the contract time.*

### Article 3. Compensation to WIDSETH

WIDSETH proposes to complete the Scope of Services described above for the following lump sum amounts:

#### Architectural Services

- Architectural Services \$15,000.00
  - In-Person Meetings \$1,500.00 per meeting
- Video conference meetings included in Architectural Services*

#### Communication Services

- Meetings, Communication Schedule, Distribution Plan \$2,500.00
- Video Production \$10,000.00

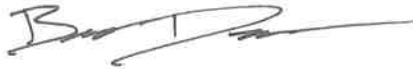
Your signature below and return of this document will indicate your agreement with this Letter Proposal and attachments and shall constitute an Agreement between WIDSETH and Lake of the Woods School ISD 390. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly.

This proposal is good for forty-five (45) days.

If you have any questions or would like to discuss any items in more detail, please call me directly at (701) 765-8005 to address your concerns.

Thank you for this opportunity to propose and serve as your Architect. WIDSETH is eager to contribute our expertise and we look forward to working with you on this exciting project.

Sincerely,  
WIDSETH SMITH NOLTING & ASSOCIATES, INC.



Brent Dammann, AIA  
Vice President

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Accepted by: Lake of the Woods School ISD 390

Select the specific services being approved:

Architectural Services

- o Architectural Services & In-Person Meetings

Communication Services

- o Meetings, Communication Schedule, Distribution Plan
- o Video Production

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(Signature)

(Title)

(Date)

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Attach: General Provisions of Professional Services Agreement

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widsseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

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B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.  
  
If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.  
  
With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.



#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**PRELIMINARY INFORMATION - FOR DISCUSSION ONLY**

**Lake of the Woods School District No. 390**

**Analysis of Tax Impact**

**March 25, 2024**

**Possible November 2024 Election**

	Question 1	Question 2	Question 3	
	<b>Capital Project Levy</b>	<b>Operating Referendum Add \$993 Per APU</b>	<b>Building Bonds</b>	<b>Total</b>
<b>Authorized Bond Amount</b>			<b>\$7,000,000</b>	<b>\$7,000,000</b>
<b>First Year Taxes Payable</b>	<b>2025</b>	<b>2025</b>	<b>2025</b>	
<b>Tax Levies</b>	<b>10</b>	<b>10</b>	<b>18</b>	
<b>Annual Revenue</b>	<b>\$300,000</b>	<b>\$400,050</b>		<b>\$700,050</b>

Type of Property	Estimated Market Value	Estimated Tax Impact on Annual Taxes Payable in 2025*			
Residential Homestead	\$75,000	\$17	\$82	\$21	\$120
	100,000	24	109	29	162
	125,000	34	137	42	213
	150,000	44	164	54	262
	175,000	55	192	67	313
	185,000	59	203	72	333
	200,000	65	219	80	364
	250,000	86	274	105	464
	300,000	106	328	130	565
	400,000	147	438	181	766
500,000	189	547	231	967	
Commercial/ Industrial	\$50,000	\$28	\$55	\$35	\$118
	100,000	57	109	70	236
	250,000	161	274	197	631
	1,000,000	728	1,095	893	2,716
Agricultural Homestead** (average value per acre of land & buildings)	\$1,500	\$0.28	\$0.00	\$0.10	\$0.39
	2,000	0.38	0.00	0.14	0.52
	2,500	0.47	0.00	0.17	0.65
	3,000	0.57	0.00	0.21	0.78
Agricultural Non-Homestead** (average value per acre of land & buildings)	\$1,500	\$0.57	\$0.00	\$0.21	\$0.78
	2,000	0.76	0.00	0.28	1.04
	2,500	0.95	0.00	0.35	1.29
	3,000	1.14	0.00	0.42	1.55
Seasonal Recreational Residential	\$100,000	\$38	\$0	\$46	\$84
	200,000	76	0	93	168
	300,000	114	0	139	253
	400,000	151	0	186	337
500,000	189	0	232	421	

\* The amounts in the table are based on school district taxes for the Operating Referendum, Capital Project Levy, principal and interest payments new bonds, and other capital levies only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the homeowner's Homestead Credit Refund ("Circuit Breaker") program. Owners of homestead property may qualify for a refund, based on their income and total property taxes. This will decrease the net effect of the proposed bond issue for qualifying property owners.

\*\* For all agricultural property, estimated tax impact includes a 70% reduction due to the School Building Bond Agricultural Credit. Average value per acre is the total estimated market value of all land & buildings divided by total acres. If the property includes a home, then the tax impact on the house, garage, and one acre of land will be calculated in addition to the taxes per acre, on the same basis as a residential homestead or non-homestead property. If the same property owner owns more than \$3.5 million of agricultural homestead land and buildings, a portion of the property will be taxed at the higher non-homestead rate.

**PRELIMINARY INFORMATION - FOR DISCUSSION ONLY**

**Lake of the Woods School District No. 390**

**Analysis of Tax Impact**

**March 25, 2024**

**Possible November 2024 Election**

	<b>Question 1</b>	<b>Question 2</b>	<b>Question 3</b>	
	<b>Capital Project Levy</b>	<b>Operating Referendum Add \$745 Per APU</b>	<b>Building Bonds</b>	<b>Total</b>
<b>Authorized Bond Amount</b>	<b>2025</b>	<b>2025</b>	<b>\$7,000,000</b>	<b>\$7,000,000</b>
<b>First Year Taxes Payable</b>	<b>10</b>	<b>10</b>	<b>18</b>	
<b>Tax Levies</b>				
<b>Annual Revenue</b>	<b>\$400,000</b>	<b>\$300,142</b>		<b>\$700,142</b>

<b>Type of Property</b>	<b>Estimated Market Value</b>	<b>Estimated Tax Impact on Annual Taxes Payable in 2025*</b>			
Residential Homestead	\$75,000	\$23	\$60	\$21	\$104
	100,000	32	81	29	141
	125,000	45	101	42	188
	150,000	59	121	54	234
	175,000	73	141	67	281
	185,000	78	149	72	299
	200,000	87	161	80	328
	250,000	114	201	105	420
	300,000	142	242	130	513
	400,000	197	322	181	700
500,000	252	403	231	885	
Commercial/Industrial	\$50,000	\$38	\$40	\$35	\$113
	100,000	76	81	70	226
	250,000	214	201	197	613
	1,000,000	971	805	893	2,670
Agricultural Homestead** (average value per acre of land & buildings)	\$1,500	\$0.38	\$0.00	\$0.10	\$0.48
	2,000	0.50	0.00	0.14	0.64
	2,500	0.63	0.00	0.17	0.80
	3,000	0.76	0.00	0.21	0.97
	4,000	1.01	0.00	0.28	1.29
Agricultural Non-Homestead** (average value per acre of land & buildings)	\$1,500	\$0.76	\$0.00	\$0.21	\$0.97
	2,000	1.01	0.00	0.28	1.29
	2,500	1.26	0.00	0.35	1.61
	3,000	1.51	0.00	0.42	1.93
	4,000	2.02	0.00	0.56	2.58
Seasonal Recreational Residential	\$100,000	\$50	\$0	\$46	\$97
	200,000	101	0	93	194
	300,000	151	0	139	291
	400,000	202	0	186	387
	500,000	252	0	232	484

\* The amounts in the table are based on school district taxes for the Operating Referendum, Capital Project Levy, principal and interest payments new bonds, and other capital levies only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the homeowner's Homestead Credit Refund ("Circuit Breaker") program. Owners of homestead property may qualify for a refund, based on their income and total property taxes. This will decrease the net effect of the proposed bond issue for qualifying property owners.

\*\* For all agricultural property, estimated tax impact includes a 70% reduction due to the School Building Bond Agricultural Credit. Average value per acre is the total estimated market value of all land & buildings divided by total acres. If the property includes a home, then the tax impact on the house, garage, and one acre of land will be calculated in addition to the taxes per acre, on the same basis as a residential homestead or non-homestead property. If the same property owner owns more than \$3.5 million of agricultural homestead land and buildings, a portion of the property will be taxed at the higher non-homestead rate.

The school board of Independent School District No. 447 (Grygla Gatzke Schools) has proposed a project for the acquisition and betterment of school sites and facilities, including without limitation the acquisition of school buses. To provide funds for the project costs, the school board has proposed a capital project levy authorization in the amount of 6.286% times the net tax capacity of the school district. The proposed authorization would raise approximately \$92,000 for taxes payable in 2015, the first year it is to be levied, and would be authorized for ten years unless earlier revoked or reduced as provided by law. The estimated cost of the projects to be funded over that time period is approximately \$920,000. As a result, the projects are not required to receive a review and comment from the Commissioner of Education.

*The board of Independent School District No. 535 (Rochester Public Schools), Minnesota has proposed a capital project levy authorization in the maximum amount of 4.467% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$10,150,000 for taxes first levied in 2023, payable in 2024, and would be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately \$101,500,000. The proposed authorization will provide funds for the purchase, installation, support, and maintenance of software and technology equipment.*

*The school board of Independent School District No. 2342 (West Central Area Schools) has proposed a capital project levy authorization of 2.082% times the net tax capacity of the school district. The additional revenue from the proposed capital project levy authorization will be used to provide funds for school district technology, including the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure, technology systems related to security and operations, and to pay the costs of technology related personnel and training. The proposed capital project levy authorization will raise approximately \$300,000 for taxes payable in 2024, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$3,000,000.*

*The board of Independent School District No. 834 (Stillwater Area Public Schools) has proposed a capital project levy authorization in the amount of 3.83% times the net tax capacity of the school district. The proposed authorization will raise approximately \$4,700,000 for taxes payable in 2022, the first year it is to be levied, and would be authorized for ten (10) years. The estimated total cost of the projects to be funded by the proposed capital project levy authorization during that time period is approximately \$47,000,000. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure, and the costs of technology related personnel and training.*

*The school board of Independent School District No. 277 (Westonka Public Schools) has proposed to renew the school district's existing capital project levy authorization of 3.400% times the net tax capacity of the school district, which is scheduled to expire after taxes payable in 2024. The money raised from the capital project levy authorization will provide funds for classroom and building technology, digital and print curriculum, technology to enhance safety and security, technology infrastructure and network improvements, technical staff support, device replacement, and testing. The proposed capital project levy authorization will raise approximately \$2,575,178 for taxes payable in 2025, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over*

*that time period is approximately \$25,751,780. The projects to be funded have received a positive Review and Comment from the Commissioner of Education.*

*The board of Independent School District No. 113 (Walker-Hackensack-Akeley), Minnesota has proposed a capital project levy authorization in the amount of 0.979% times the net tax capacity of the school district to provide funds for the acquisition and installation of technology and the replacement of school district vehicles, including school buses. The proposed capital project levy authorization will raise approximately \$200,000 in the first year it is to be levied, 2019, for taxes payable in 2020, and would be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately \$2,000,000. The projects to be funded have received a positive review and comment from the Commissioner of Education.*

**DRAFT TIMELINE FOR SPECIAL ELECTION DATED**

**November 5, 2024**

Adopt combined polling places resolution by the earlier of 90 days prior to the election or December 31 of the prior calendar year. Combined polling place must be currently designated as a polling place for the county or another municipality. \*\* †

December 31, 2023

Notify County Auditor within 30 days of establishment of combined polling places

Within 30 days of Board Adopting  
Combined Polling Resolution

Finalize scope of project

Determine financing details

Submit Review & Comment application materials to Commissioner of Education (school board must approve application prior to submission)\*

June 28, 2024

Receive Review and Comment by

September 6, 2024

Adopt formal Resolution Calling the Election (resolution contains form of election notice and ballot - adopt at least 74 days prior to election)\*\*

August 23, 2024

Furnish ballot to each County Auditor in which the District lies at least 74 prior to election\*\*

August 23, 2024

Furnish ballot or notice of special election to Commissioner of Education at least 74 days prior to election\*\*

August 23, 2024

(1) A mailed notice of new/combined polling places to registered voters is required at least 25 days prior to election\*\* †

October 11, 2024

-OR-

(2) If previously established combined precincts to be used, 14 days mailed notice of polling places to every affected household with at least 1 registered voter (exceptions if election falls on date of certain other elections)\*\* †

October 22, 2024

Appoint election judges at least 25 days prior to election\*\*

October 11, 2024

Publish Review and Comment (at least 48 days but no more than 60 days prior to election date)\*\*

September 6, 2024  
September 18, 2024

Hold School Board public meeting to discuss MDE Commissioner's Review & Comment response \*\*

Prior to election, after receipt of MDE  
response

Twice by

Publish election notice (publish twice at least one week before election)\*\*

October 29, 2024

Post election notice at the administrative offices of the district at least ten days prior to election date \*\*

October 26, 2024

Post sample ballot (at the administrative offices at least four days prior to election; and at each polling place on the date of election)\*\*

November 1, 2024

Distribute informational material

**Hold special election**

November 5, 2024

Provide written notice of certified vote totals to Commissioner of Education in a timely fashion after the election\*\*

\* Commissioner has up to 60 days from date material is received to complete the Review and Comment process and send comment to the District. Additional time should be allotted in the case of questions from the Commissioner, and to ensure the publication and public

\*\* Time frame shown here is a legal requirement.

† These steps are not required if the District's election is being held in conjunction with a federal or statewide election.

DRAFT..... Next steps/To Do List:

**April**

- 
- Determine Scope and Services from Ehlers and Widseth
- Schedule public input meetings?

**May**

- 
- Public input meetings?
- May 20th - board approval of Review & Comment Application

**June**

- 
- June 28th - submit Review & Comment Application to Commissioner of Education

**July**

- 
- July 22nd - school board approval of formal Resolution Calling the Election (Aug. 23rd Deadline)

**August**

- 
- August 23rd - deadline for Resolution Calling the Election, furnishing ballot to County Auditor and Commissioner of Education

**September**

- 
- Publish Review and Comment (Sept. 6th - 18th)

**October**

- 
- Post sample ballot (at the administrative office at least four days prior to election and at each polling place on the date of the election - Nov. 1 deadline)
- Publish election notice (twice at least one week before election) - Oct. 29th deadline
- October 28th - Public school board meeting to discuss MDE Commissioner's Review & Comment response

**November**

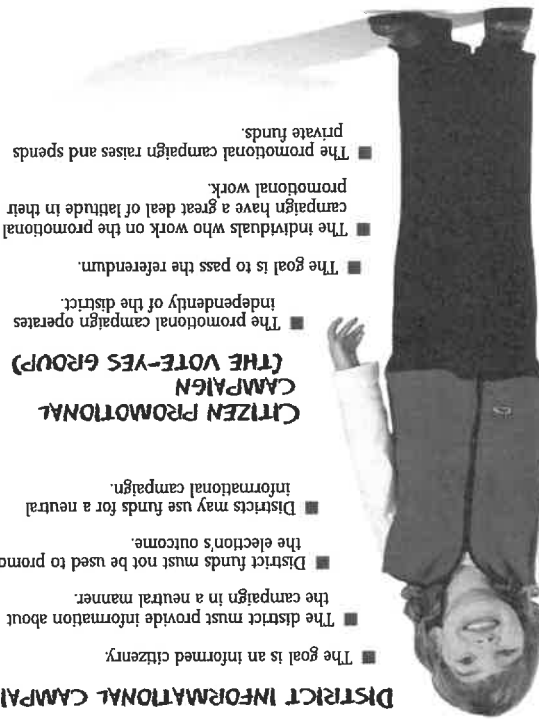
- November 5th - Election Day
- Canvass the election and provide written notice of certified vote totals to the Commissioner of Education in a timely manner

**KEY ATTORNEY GENERAL'S OPINIONS**

Op. Atty. Gen. 159A-3 (May 24, 1966): While school boards may expend reasonable amounts of school district funds to impartially place pertinent facts before the voters, school district funds cannot be used to promote an affirmative vote on the proposal.

Op. Atty. Gen. 159B-11 (Sept. 17, 1957): The board determines what is a reasonable amount to be expended.

Op. Atty. Gen. 159A-3 (May 25, 1962): The Attorney General has ruled that school boards are permitted to expend a reasonable amount of money to inform voters of the facts concerning a particular bond issue.



- CITIZEN PROMOTIONAL CAMPAIGN (THE VOTE-YES GROUP)**
- The goal is an informed citizenry.
  - The district must provide information about the campaign in a neutral manner.
  - District funds must not be used to promote the election's outcome.
  - Districts may use funds for a neutral informational campaign.

**DISTRICT INFORMATIONAL CAMPAIGN**

Think of the campaign in terms of two components: the district informational campaign and the citizen promotional campaign.

■ The goal is an informed citizenry.

■ The district must provide information about the campaign in a neutral manner.

■ District funds must not be used to promote the election's outcome.

■ Districts may use funds for a neutral informational campaign.

■ The promotional campaign operates independently of the district.

■ The goal is to pass the referendum.

■ The individuals who work on the promotional campaign have a great deal of latitude in their promotional work.

■ The promotional campaign raises and spends private funds.



**SCHOOL BOARDS & REFERENDA**

A GUIDE FROM THE MINNESOTA SCHOOL BOARDS ASSOCIATION

MINNESOTA SCHOOL BOARDS ASSOCIATION  
 1900 Wed. Jefferson Avenue, St. Peter, MN 56082-3015

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 MANICATO, MN 56001



# GUIDELINES FOR YOUR DISTRICT'S REFERENDUM

## COMMUNICATIONS

### THE NEWSPAPER

Board members and staff can write letters to the editor advocating passage or defeat of the referendum. Letters should be written during personal time using personal resources.

District leaders can challenge or correct inaccurate information presented in the media.

Paid advertisements can be placed in the media as long as district funds are not used.

### SCHOOL NEWSLETTERS

School newsletters can be used to provide factual information about the referendum. They cannot be used to advocate passage or defeat.

### EMAIL

Email sent from the district office should contain only factual information about the referendum. District email messages cannot advocate passage or defeat. Board members and staff can send promotional emails from their personal computers on their own time.

### PRESENTATIONS

Board members and staff can give informational presentations to parent and community groups. If the presentations are promotional, then staff members must use their own time and resources, and board members must not collect per diems or reimbursement for expenses.

### CABLE PUBLIC ACCESS

Board members and staff can use public access to promote referenda, just as any private citizen can. They must do it on their own time, and they may not use district equipment. They cannot be reimbursed by the district for any related expenses.

### STAFF MAILBOXES

District mailboxes provide for internal communication between employers and employees. They can be used to provide factual information, but they should not be used to distribute promotional materials. School districts should have policies that identify appropriate use of school mailboxes.

WHATEVER  
ACCESS  
IS PROVIDED TO  
VOTE-YES  
GROUPS  
MUST ALSO BE  
PROVIDED TO  
VOTE-NO  
GROUPS.

## STUDENTS

Do not send promotional materials home with students. There is no statutory prohibition against sending informational materials home with students. However, district officials should carefully weigh the perception of this practice.

Students can wear vote-yes buttons, t-shirts, etc. to school if such items do not interfere with the normal operations of the school. If this is allowed, however, students must also be allowed to wear vote-no buttons and t-shirts.

Do not allow staff to advocate for a referendum's passage or defeat to students. If teachers want to discuss the referendum in a relevant class (civics, government, etc.), these discussions must be neutral.

Former students—those attending college, for example—can vote on the referendum via absentee ballots as long as they are not registered in their new locations.

## UNIONS

Employee unions are independent entities. These organizations may campaign for or against any ballot issue presented by the district.

Staff cannot engage in campaign activities during work hours, and they cannot use district resources to advocate the passage or defeat of a ballot question.

## PERSONAL EXPRESSION

Board members and staff can serve on vote-yes or vote-no committees during their personal time.

Board members and staff can put vote-yes or vote-no stickers on the vehicles they drive to school. This is an exercise of free speech.

Staff cannot advocate for a referendum's passage or defeat while they are being paid by the school. Whether staff can wear vote-yes or vote-no buttons while working is an unsettled issue. MSBA believes the district has the authority to prohibit such buttons in school. Although staff may claim the right to free speech, the district has an obligation to control behavior that would cause disruption in the school.

Board members and staff can display referendum-related lawn signs in their yards. Check local ordinances for regulations regarding lawn signs.

Board members and staff can donate their own money to support or oppose any district ballot question.

Board members and staff can participate in promotional phone-calling campaigns on their own time using their own resources. They cannot use district phones.

Staff and board members can serve as election judges with the exception of board members who are running for election. However, voters may not perceive staff and board members as impartial judges.

THERE IS A  
BIG DIFFERENCE  
BETWEEN WHAT  
SCHOOL LEADERS  
CAN DO  
AND WHAT THEY  
SHOULD DO.  
THE KEY IS TO  
KNOW YOUR  
COMMUNITY.

## DISTRICT BUILDINGS

If your school building is being used as a voting site, remember that materials advocating defeat or passage of a ballot question cannot be worn or distributed within 100 feet of the polling site.

People serving on vote-yes or vote-no committees may ask to use district meeting space. Your district should have a policy regarding use of district buildings by non-school groups. Follow the policy and treat all groups equitably.

Do not use district telephones, copiers, computers or other equipment for promotional work.

Do not display promotional materials on district property.

The district can restrict the distribution of campaign literature at school events. The district should have a policy regarding this practice, and everyone should be treated consistently.

## ELECTION DAY ACTIVITIES

Vote-yes and vote-no committee members can distribute stickers with political messages on Election Day. They must be handed out at least 100 feet or more from a polling site.

Election Day advertising is allowed. That means vote-yes and vote-no groups can continue promotional work through the election.

*This guide was developed by  
MSBA in August 2005.  
Check with your local attorney  
for changes in the law and  
recent court cases.*

