

NORTHFIELD PUBLIC SCHOOLS
Office of the Superintendent
Memorandum

TO: Members of the Board of Education
FROM: Matthew Hillmann, Ed.D., Superintendent
RE: Table File Items for the January 26, 2026, Regular School Board Meeting

6. Consent Agenda

e. Personnel Items.

i. Appointments

7. Ella Feldman, 1.0 FTE Long-Term Substitute Science Teacher at the High School beginning when teacher licensure and OFP are processed. BA, Step 1.
8. Tania Legvold, Rock 'n' Roll Revival - Assistant Costumer at the High School beginning 2/1/2026. \$1,000 stipend.
9. McKenna Quinnell, Instructor Assistant for Community Education/Recreation effective 2/7/2026-5/31/2026. Step 2, \$15.29/hr.

ii. Increase/Decrease/Change in Assignment

4. Natalie Amy, Middle School Fitness Center Coach (2/5 stipend), change to Middle School Fitness Center Coach (3/5 stipend) effective 3/30/2026.
5. Shari Bridley, Special Education EA/PCA for 6.83 hrs/day at Bridgewater, change to General Education EA for 3.5 hrs/day at the NCEC effective 2/1/2026-6/10/2026.

*Conditional offers of employment are subject to successful completion of a criminal background check and Pre-work screening (if applicable)

7. Items for Information

- a. Stadium Naming Rights Contract. An updated contract for the stadium naming rights with Heritage Bank is attached. Section 4 was revised, adding the language "Partner must be Northfield School Board approved and comply with Sponsorship of School District Owned Property, policy 809.1, attached to this agreement below." Section 8 was also revised, adding the language, "Hold Harmless and Indemnification: Partner agrees to defend, indemnify, and hold harmless Northfield School District and LMR Media, and their respective officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, or expenses arising out of or related to Partner's use of the Stadium name, advertisements, or related activities, except to the extent such claims arise solely from the negligence or willful misconduct of LMR Media."



Stadium Naming Rights Agreement

This Agreement is entered into this 1st day of July 2026, by and between Northfield Public School District ISD 659 hereinafter referred to as “school”, and Heritage Bank, hereinafter referred to as “Partner”.

1. Grant of Naming Rights

The school hereby grants Partner the exclusive naming rights to the stadium known as Memorial Field (“the Stadium”) for the duration of this Agreement. During the Term, the Stadium shall be referred to as “Heritage Bank Stadium at Memorial Field” (or other mutually agreed-upon name incorporating the Partner’s name or brand).

The Partner shall have the exclusive right to use, promote, and publicize the Stadium name in connection with advertising, promotions, broadcasts, and other marketing activities, subject to the terms herein.

i. Sales Representative. Northfield School District hereby appoints LMR Media as Northfield School District’s sales representative within the Territory as described above to solicit orders for the Northfield School District’s Products upon the terms and subject to the conditions set forth

2. Term of Agreement

This Agreement shall commence on July 1st, 2026, and continue through June 30th, 2036, unless terminated earlier under Section 10 (Default and Termination).

Upon expiration of this Agreement, Partner shall have the First Right of Refusal as set forth in Section 7.

3. Payment

Partner agrees to pay \$18,000 annually on July 1st to Northfield School District ISD 659 for the rights granted herein.

4. Signage and Branding

Partner must be Northfield School Board approved and comply with SPONSORSHIP OF SCHOOL DISTRICT OWNED PROPERTY policy 809.1, attached to this agreement below.

Northfield School District ISD 659 agrees to install and maintain signage displaying Partner’s approved branding and Stadium name in prominent locations, including but not limited to:

- Scoreboard facing activities entrance
- Scoreboard facing field
- Video commercial played 2 times per game on video board
- Mesh banner in north endzone 35’ x 3’8” facing field

All designs and materials must be mutually approved in writing prior to installation or publication.

5. Media and Publicity Rights

Partner shall receive the right to be recognized as the official naming rights partner in all marketing and media materials relating to the Stadium, including:

- Public address announcements
- Website and social media mentions
- Press releases and community events

All publicity referencing the Stadium name shall use Partner's designated name in full.

6. Rebranding and Name Change

In the event that Partner undergoes a corporate rebrand, name change, or logo redesign during the term of this Agreement:

- Notice Requirement: Partner shall provide written notice to LMR at least ninety (90) days prior to the effective date of any such change.
- Updated Materials: Northfield School District ISD 659 shall, in good faith, update signage, digital assets, and promotional materials to reflect the new branding.
- Costs: Partner shall bear the reasonable costs associated with updating physical and digital materials.
- Approval: Any new logos, color schemes, or naming conventions must be mutually approved in writing before implementation to maintain consistent presentation across all platforms.
- Continuity of Rights: Any rebranding or name change shall not alter the scope or duration of Partner's naming rights under this Agreement, and all rights and obligations herein shall continue in full force.

7. First Right of Refusal

Bidding will reopen on September 1st, 2034, prior to the expiration of this agreement, LMR shall notify Partner of its intent to renew or renegotiate naming rights.

Partner shall have the first right of refusal to extend or renew the naming rights on terms equal to or better than any bona fide third-party offer received by LMR.

Bidding will close for the next Naming Rights Agreement on September 1st, 2035. You will be reached out to by September 10th, 2035, allowing Partner thirty days (30) days October 10th, 2035, after receiving written notice of any such offer to exercise its right of refusal. The next agreement would start on July 1st, 2036.

8. Hold Harmless and Indemnification

Partner agrees to defend, indemnify, and hold harmless Northfield School District and LMR Media, and their respective officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, or expenses arising out of or related to Partner's use of the Stadium name, advertisements, or

related activities, except to the extent such claims arise solely from the negligence or willful misconduct of LMR Media.

9. Nondiscrimination

Both Parties agree that there shall be no discrimination on the basis of race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.

10. Default and Termination

If Partner fails to make payment or otherwise breaches any term of this Agreement and does not cure such breach within thirty (30) days of written notice, Northfield School District ISD 659 may terminate this Agreement.

If Northfield School District ISD 659 fails to fulfill its obligations, Partner may likewise terminate the Agreement upon written notice after a thirty (30)-day cure period.

11. Intellectual Property

All creative content, including graphics, logos, videos, and related media developed by LMR for promotional purposes, remains the property of LMR. Partner's logos and trademarks remain the property of Partner.

Use of either Party's intellectual property shall require prior written approval.

12. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. Entire Agreement

This document constitutes the entire agreement between the Parties and supersedes any prior written or oral agreements regarding the subject matter herein.

Signature Page

Authorized Signature Northfield Public Schools

Date

Val Mertesdorf

Director of Finance

201 Orchard Street South

Northfield, MN 55057

Authorized Signature Heritage Bank

Date

Ken Organ

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Vice President

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Local Marketing Results Media

Date

Lance Reisetter

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Policy 809.1 SPONSORSHIP OF SCHOOL DISTRICT OWNED PROPERTY

I. PURPOSE

The purpose of this policy is to establish guidelines for the paid sponsorships of Northfield School District owned property including equipment, materials, office space, classrooms, athletic fields/courts/competition spaces, science labs, auditoriums, vehicles and other areas/items as determined by the Board of Education.

II. GENERAL STATEMENT OF POLICY

The district shall ensure that paid sponsorships of school property preserve the long-standing traditions, values, culture, and prestige of the district.

III. SPONSORSHIP

A. The district recognizes that circumstances exist when the district may enter into an agreement with a business, foundation, or other corporate entity for the specific sponsorship of district property in exchange for a specific financial or other contribution to the district.

1. Approving the paid sponsorships of school property valued at \$25,000 or less is the responsibility of the superintendent and director of finance. Approving the paid sponsorships of school property valued at greater than \$25,000 is the responsibility of the board. The superintendent and director of finance shall have the authority to negotiate agreements for sponsorship valued at greater than \$25,000 but shall consult with the board before negotiating such agreements.

2. Sponsorship shall not be granted to businesses, foundations, or other corporate entities whose products, practices, or communications run counter to the mission, vision and policies of the district.

3. All revenue from the granting of sponsorship must be used according to a plan specified by the board.

B. Transferability and Renewability. If a sponsorship is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement.

C. Limit of Sponsorship

1. On the Part of the District. The district's right to use the name and other brand elements of the sponsor is permitted by express agreement with the sponsor.

2. On the Part of the Sponsor. The party after whom a district property is named has no decision-making rights as to the purpose of the district property unless specifically provided for in the written agreement between the parties. The district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligation, or the local authority of the board. In turn, the named party has no liability with respect to that district property unless provided for a specific contract between the parties. Any such limits must be included in any sponsorship agreement.

D. Termination of Sponsorship. In addition to any remedies for breach of the written agreement granting sponsorship, the parties may terminate a sponsorship agreement in advance of the scheduled termination date under the following conditions:

1. Termination by the District. The district reserves the right, at its sole discretion, to terminate the sponsorship without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

2. Termination by the Named Party. The sponsor may, without refund of consideration, at its sole discretion, terminate its acceptance of the sponsorship prior to the scheduled termination date, in the event that the district directly brings the named party into disrepute.

Policy 809.1 Sponsorship of School District Owned Property

Adopted: 10.12.2020; Reviewed: 01.26.2023; Updated: 05.28.2024

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. §123B.025 (School Sponsorship and Advertising Revenue)

Cross References: MSBA/MASA Model Policy 706 (Acceptance of Gifts)

Northfield Public Schools Policy 809 (Naming of School District Buildings)