

**NORTHFIELD PUBLIC SCHOOLS**  
**Office of the Superintendent**  
**Memorandum**

**TO:** Board of Education  
**FROM:** Matt Hillmann Ed.D., Superintendent  
**RE:** Table File Items for November 28, 2022, Regular School Board Meeting

5. Items for Discussion and Reports

- d. Superintendent Operations & Strategic Plan Update. Superintendent Hillmann's update will include a brief summary of the draft contract with LMR Media related to sponsorship of district facilities and equipment.

7. Consent Agenda

d. Personnel Items

i. Appointments

9. Brekken Modory, Speech Judge at the High School, beginning 1/28/2023; \$77/event.

ii. Increase/Decrease/Change in Assignment

14. Amy Boecker, Special Education EA/PCA/General Education EA at NCEC - correction from 11/14/2022 consent agenda, all of Amy Boecker's hours are Special Education, 6.80 hrs/day. There are no general education hours.
15. Julene Johnson, Media EA at the High School, add Event Worker/Speech Judge at the High School, effective 1/28/2023.\$77/Event
16. Michelle Oaxaca, Community School Site Lead at Greenvale Park, add Supervision General Ed EA for 1.25 hours/day at Greenvale Park, effective 11/28/2022. Step 3-\$17.05/hr.
17. Lorena (Karen) Rodriguez Rosas, 1.0 FTE Community School Site Leader at Bridgewater, change to .55 FTE Community School Coordinator at Bridgewater, effective 12/5/2022-6/9/2023.

## **Sales Representative Contract**

This Sales Representative Contract ("Contract") is made effective as of September 01, 2022, by and between Northfield School District, of 201 Orchard Street South, Northfield, Minnesota 55057, and LMR Media, of 8918 Canby Ct., Northfield, Minnesota 55057.

In this Contract, the party who is contracting to receive services shall be referred to as "Northfield School District", and the party who will be providing the services shall be referred to as "LMR Media".

LMR Media has a background in Marketing and is willing to provide services to Northfield School District based on this background.

Northfield School District desires to have services provided by LMR Media to market and sell Marketing opportunities in Southern Minnesota (the "Territory").

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 herein.

Therefore, the parties agree as follows:

**DESCRIPTION OF SERVICES.** Beginning on November 01, 2022, LMR Media will provide the following services (collectively, the "Services"):

Help the Northfield School district identify and price advertising opportunities LMR can sell on behalf of the Northfield School District, create business to business agreements for Northfield School District, be an advocate for the Northfield School District Booster Clubs Sponsorship levels.

**PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by LMR Media shall be determined by LMR Media. Northfield School District will rely on LMR Media to work as many hours as may be reasonably necessary to fulfill LMR Media's obligations under this Contract.

**COMMISSION PAYMENTS.** Northfield School District will make commission payments to LMR Media based on 15% of Gross Sales that LMR Media sells or manages. For the purposes of this Contract, Gross Sales that LMR Media sells or manages means Total customer revenues, less shipping charges.

*Payment Schedule.* The commission payments shall be payable monthly, no later than the tenth day of the following month.

**SUPPORT SERVICES.** Northfield School District will not provide support services, including office space and secretarial services, for the benefit of LMR Media.

**TERM/TERMINATION.** This Contract may be terminated by either party upon 90 days written notice to the other party.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that LMR Media is an independent contractor with respect to Northfield School District, and not an employee of Northfield School District. Northfield School District will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of LMR Media.

**ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or any breach thereof, including, without limitation, any claim that this Contract, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted exclusively to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which Northfield School District may have to apply to any court of competent jurisdiction for injunctive or other provisional relief. The arbitrator agrees to determine the arbitrability of any dispute. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices and shall be governed by the rules of the American Arbitration Association then in force and effect. The parties agree that the arbitrator shall not have the power to award punitive damages against any party.

**EMPLOYEES.** LMR Media's employees, if any, who perform services for Northfield School District under this Contract shall also be bound by the provisions of this Contract.

**NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Northfield School District:

Northfield School District  
Lance Reisetter  
Owner  
201 Orchard Street South  
Northfield, Minnesota 55057

IF for LMR Media:

LMR Media  
Lance Reisetter  
Owner  
8918 Canby Ct.  
Northfield, Minnesota 55057

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Minnesota.

**SIGNATURES.** This Contract shall be signed on behalf of Northfield School District by Dr. Matt Hillmann , Superintendent and on behalf of LMR Media by Lance Reisetter , Owner and effective as of the date first above written.

Company:  
Northfield School District

By: \_\_\_\_\_  
Dr. Matt Hillmann  
Superintendent

Date: \_\_\_\_\_

Sales Representative:  
LMR Media

By: \_\_\_\_\_  
Lance Reisetter  
Owner

Date: \_\_\_\_\_