

Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Wednesday, August 12, 2026
Special Meeting of the Hastings School Board
Middle School Media Center

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
- IV. **Individual Action Items**
 - a. Approval of ISD200 - HCTV Raider Media Productions Agreement
 - b. Approval of Sponsorship Agreement
- V. **Adjournment**

AGREEMENT

This Agreement ("Agreement"), is entered into between Independent School District No. 200, Hastings, MN ("School District"), and Hastings Community TV ("HCTV"), an independent non-profit organization and cable television station, collectively referred herein as the Parties.

WHEREAS, the Parties desire to establish a revenue-sharing structure and their respective rights and responsibilities in providing quality video productions of School District athletic events and sponsorship opportunities; and

WHEREAS, the Parties anticipate using Hudl, an online and mobile platform for video sharing and viewing, to make available the video productions to subscribers.

NOW, THEREFORE, the Parties agree as follows:

1. PRODUCTION SUPPORT

The School District, through its Raider Media Productions, intends to produce approximately 125 video productions of athletic events annually across fall, winter, and spring seasons. The video productions may include multiple production levels, including:

- Tier 1 Productions: Full HCTV-directed productions with multiple cameras, replay capability, graphics, and announcers.
- Tier 2 Productions: Primarily student-run with limited HCTV support.
- Tier 3 Productions: Simplified productions utilizing limited staffing and/or automated AI camera systems without replay or announcers.

The actual number and type of productions may vary based on schedules, staffing and operational issues, such as weather and technical considerations.

It is agreed that the School District retains ownership and control over its athletic events and all video productions of the events.

HCTV will provide technical and operational support to Raider Media Productions and participating students, including production infrastructure, training and assisting student operators, managing streaming platforms, full or partial direction of productions, assistance in integrating sponsors' promotional materials, maintaining video production archives, and other assistance aimed at producing quality productions.

2. ALLOCATION OF SPONSORSHIP, SUBSCRIPTION, AND PAY-PER-VIEW REVENUE

The School District shall have the exclusive right to obtain and manage all sponsorships of School District athletic events during the term of this Agreement. Sponsorship revenue shall be paid to the School District pursuant to individual written agreements with sponsors. In consideration for HCTV's expertise, technical assistance, training, production services and use of

HCTV's production equipment, the revenue from sponsorships shall be split with HCTV as follows: 80% to the School District; 20% to HCTV.

In consideration for HCTV's expertise, technical assistance, training, production services and use of HCTV's production equipment, the revenue received by the School District from Hudl for subscriptions and pay-per-view for video productions of School District athletic events shall be split as follows: 60% School District; 40% HCTV.

The School District shall pay HCTV the amounts due pursuant to the above revenue sharing structure on a quarterly basis.

3. NO PARTNERSHIP OR AGENCY

This Agreement does not create a joint venture, agency relationship, or partnership between the Parties, and thus there are not partnership obligations or liability.

4. INDEMNIFICATION

HCTV is solely responsible for its compliance with federal, state, and federal regulations and guidelines, and any franchise agreements governing its activities, and it holds the School District harmless for any claims arising out of alleged non-compliance.

HCTV agrees to hold harmless, defend and indemnify the School District, its current and former employees, officers, agents, representatives, and board members from and against any and all third party claims, liability, demands, causes of action, damages, costs, and attorney fees proximately caused by HCTV's negligent performance of the production services set forth in this Agreement, except to the extent that a claim or demand arises from or is caused by the negligence or willful misconduct of the School District, its current and former employees, officers, agents, representatives, and board members.

The Parties must provide a certificate of insurance to each other with policy limits sufficient to cover their respective potential liability and indemnification obligations.

5. FORCE MAJEURE

The Parties shall not be liable for any failure or delay in performance of its obligations under this Agreement if the failure or delay is caused directly or indirectly from a cause beyond the School District's or HCTV's control, such as acts of God, acts of war or terror, fires, storms, floods, epidemics and pandemics, civil disorder, or other similar causes.

6. DURATION AND TERMINATION

This Agreement is for the period of the 2026-2027 athletic season broadcast (August 15-June 15), unless terminated by either Party with thirty (30) days written notice. This Agreement shall have no force or effect upon its expiration on June 16th, 2027. Any amount due HCTV as of the date of termination shall be paid by the School District within thirty days.

7. MISCELLANEOUS

- No Assignment: HCTV may not assign any of its obligations or benefits under this Agreement without the written consent of the School District, which it may withhold at its discretion.
- Compliance with Laws: the Parties shall comply with all applicable laws, rules, regulations, and ordinances associated with its activities under this Agreement.
- Governing Law: This Agreement shall be governed by the laws of the state of Minnesota. Any suit or action brought in connections with this Agreement shall have venue in Dakota County, Minnesota.
- Modifications: Any modifications to this Agreement must be in writing and signed by the Parties. The duration of this Agreement cannot be extended; however, the Parties may enter into a subsequent agreement.

IN WITNESS WHEREOF, the undersigned agree to the terms contained in this Agreement.

Date: _____

Independent School District No. 200,
Hastings, Minnesota

By: _____
Printed Name

Signature

Its: _____

Approved by the School Board of Independent School District No. 200 by action on
_____ [insert date]

Date: 8/3/2026

Hastings Community TV

By: Mike Bremer
Printed Name

Mike Bremer
Signature

Its: Executive Director

The person signing this Agreement on behalf of HCTV hereby attests that HCTV has approved this Agreement and he/she is authorized to execute this Agreement on behalf of HCTV.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”), at the level indicated in Section No. 4, is entered into between Independent School District No. 200, Hastings, Minn. (“School District”), Hastings Community TV (“HCTV”) and _____ (“Sponsor”).

1. RAIDER MEDIA PRODUCTIONS

Raider Media Productions is the School District’s student-driven livestream and digital media initiative, operated in cooperation with Hastings Community TV (“HCTV”). Through classroom and co-curricular production experiences, students collaborate with media professionals to produce live and archived coverage of Hastings Raiders athletic events throughout the school year.

2. PROGRAM SCOPE & PRODUCTION COVERAGE

The School District intends to provide approximately 125 athletic broadcasts annually across fall, winter, and spring seasons. Broadcasts may include varsity and non-varsity contests and may be distributed through livestreaming, archived video platforms, school-affiliated social media channels, and related digital platforms.

Broadcasts may include multiple production levels, including:

- Tier 1 Productions: Full HCTV-directed productions with multiple cameras, replay capability, graphics, and announcers; approximately 60–80 broadcasts annually, of which approximately 80% are varsity events and 20% non-varsity events.
- Tier 2 Productions: Primarily student-run with limited HCTV support; anticipate approximately 30–40 broadcasts annually.
- Tier 3 Productions: Simplified productions utilizing limited staffing and/or automated AI camera systems without replay or announcers; approximately 40–50 broadcasts annually. Rotating banner graphics are not available on Tier 3 productions due to software constraints.

The actual number and type of productions may vary, at School District and/or HCTV discretion, based on schedules, staffing, and other operational issues, such as weather and technical considerations.

3. CATEGORY-EXCLUSIVE AND NON-EXCLUSIVE DEFINITIONS

The term “category-exclusive” in this Agreement means that the School District will not accept sponsorships or advertisements in Raider Media Productions during the term of this Agreement from entities or individuals that sell or otherwise provide the same product or service as the Sponsor. A “non-exclusive” designation means that the School District is not limited in any manner in offering or accepting sponsorships or other advertising in Raider Media Productions.

4. SPONSORSHIP LEVELS

☐ **Founding Sponsor: \$10,000.00**

- Category-exclusive sponsorship.
- One (1) 45–60 second pre-game commercial on a minimum of seventy-five percent (75%) of all Raider Media Productions during the 2026-2027 athletic and activities broadcast cycle (August 15, 2026 – June 15, 2027).
- Premium location on broadcast wallpaper graphics and rotating in-game sponsor banner graphics.
- Sponsor recognition through Hastings High School Athletics and Raider Media Productions social media channels throughout all three athletic seasons.
- Collaborative production support from HCTV for creation of the sponsor’s pre-game commercial.
- Consultation with the School District and HCTV on sponsor logos and branding assets for social media and broadcast graphics.
- One sponsorship available

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☐ **Anchor Partners: \$7,500.00**

- Category-exclusive sponsorship.
- One (1) 15-second pre-game commercial on a minimum of fifty percent (50%) of all Raider Media Productions during the 2026-2027 athletics and activities broadcast cycle (August 15, 2026 – June 15, 2027).
- Rotating in-game sponsor banner graphics.
- Sponsorship recognition through Hastings High School Athletics and Raider Media Productions social media channels during one full athletic season (fall, winter and spring).
- Three sponsorships available.

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☐ **Broadcast Partners: \$3,500.00**

- Non-exclusive sponsorship.
- Game corner banner placement (rotating spots, events).
- Recognition of sponsorship on School District broadcasts and/or social media posts.
- Three sponsorships available.

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☐ **Digital Support Partners: \$2,000.00**

- Non-exclusive sponsorship.
- Recognition as an official Raiders Media Production supporter on broadcasts and/or social media posts.
- Inclusion on annual sponsor thank you content.
- Five sponsorships available.

5. CONTENT STANDARDS AND APPROVAL

The content of the Sponsor's commercials, logos, branding materials, and other advertising content ("materials") are subject to School District pre-approval, which it may approve or deny in its sole discretion. Materials must be submitted to the School District in advance so there is sufficient time for review by the School District. It is specifically agreed and understood that the content of the Sponsor's materials must be consistent with School District's objectives and its mission. Material must not:

- Promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, e-cigarettes, weapons, gambling, violence, illegal activities or materials;
- Be lewd, vulgar, obscene material, sexually explicit or inappropriate;
- Promote a particular religion, political candidate, political activity, political party, or ballot question;
- Contain libelous/defamatory content;
- Be misleading or deceptive;
- Create potential disruption to the school environment or inhibit the functioning of any School District activity, school, or program;
- Be contrary to School District policy, including the prohibition against discrimination based on protected class.

The foregoing limitations are not all inclusive, and it is understood and agreed that neither this Agreement nor the acceptance of the Sponsors' materials create a public forum for expression. Rather, the School District retains exclusive control over the content in Raider Media Productions and has the right to decline or remove materials.

6. NO ENDORSEMENT OR AGENCY

The Sponsor agrees that this Agreement does not imply that the Sponsor or its materials are endorsed by the School District. Also, this Agreement does not form a partnership, agency, or joint venture relationship, and the School District and HCTV retain sole discretion regarding production methods, staffing, scheduling, and operational decisions.

7. INDEMNIFICATION

- A. Intellectual Property. The Sponsor will ensure that all materials submitted to the School District, including, but not limited to trademarks, service marks, trade names, and service names do not infringe on any rights or contain any defamatory or unlawful material. The Sponsor will indemnify and hold the School District and HCTV, their current and former employees, board members, officers, representatives, and agents harmless from any claims, suits or actions for any breach or claimed breach of the rights of a third party or entity, including court costs, expenses, and attorneys' fees.
- B. General Indemnification. The Sponsor agrees to hold harmless, defend and indemnify the School District, its current and former employees, officers, agents, representatives, and board members from and against any and all claims, liability, demands, causes of action, damages, costs, and attorneys' fees arising from this Agreement, except to the extent that any claim or demand arises from or is caused by the negligence or willful misconduct of the School District, its agents or employees.
- C. Failure to Publish or Broadcast. The School District and HCTV shall not be liable for its errors or omissions in the posting or display of the Sponsor's materials, except in the event there is complete failure to post a commercial or material, the School District will provide a pro-rata refund of the Sponsor's fee or provide another comparable posting/display at another time, at the School District's discretion.

8. FORCE MAJEURE

The School District and HCTV shall not be liable for any failure or delay in performance of its obligations under this Agreement if the failure or delay is caused directly or indirectly, from a cause beyond the School District's or HCTV's control, such as acts of God, acts of war or terror, fires, storms, floods, epidemics and pandemics, civil disorder, or other similar causes.

9. DURATION AND TERMINATION

This Agreement is for the period of the 2026-2027 athletic and activities broadcast cycle (August 15-June 15), unless terminated by either Party with fifteen (15) days written notice. In the event the School District exercises its right to terminate, it will refund any amounts prepaid by the Sponsor on a pro-rata basis. In the event the Sponsor terminates this Agreement, there shall be no refund to the Sponsor of any amount paid to the School District, unless the School District secures another Sponsor at the same sponsorship level within ten (10) days after the Sponsor's

notification of termination. This Agreement may be terminated or modified by written agreement of both Parties.

10. SPONSORSHIP FEE

The Sponsor's sponsorship fee is due within thirty (30) days of the date of the School District's invoice, unless otherwise agreed in writing. Payments are made to "Independent School District No. 200" and shall be sent to:

Trent Hanson, Director of Athletics
Raider Media Productions
200 General Sieben Drive
Hastings, MN 55033.

11. MISCELLANEOUS

- A. No Assignment. The Sponsor may not assign any of its benefits under this Agreement without the written consent of the School District, which it may withhold at its discretion.
- B. Compliance with Laws. The Sponsor shall comply with all applicable laws, rules, regulations and ordinances in its materials associated with this Agreement.
- C. Governing Law. This Agreement shall be governed by the laws of the state of Minnesota. Any suit or action brought in connection with this Agreement shall have venue in Dakota County, Minnesota.
- D. Modifications. All modifications to this Agreement must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the undersigned agree to the terms contained in this Agreement.

Date: _____

Independent School District No. 200,
Hastings, Minnesota

By: _____

Printed Name

Signature

Its: _____

Approved by the School Board of Independent School District No. 200 by action on
_____ [insert date]

Date: _____

Sponsor

By: _____

Printed Name

Signature

Its: _____

Date: _____

Hastings Community TV

By: _____

Printed Name

Signature

Its: _____