



DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION AGENDA

Open Session Meeting
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, IL 62523

August 29, 2024
4:30 PM Special Open Session Meeting
Closed Session Immediately Following
Return to Open Session to Take Action as Needed

Legend: AI = Action Item DI = Discussion Item IO = Information Only

Strategic Plan Mission:

The mission of Decatur Public Schools, the destination district of our community, is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society through learning experiences distinguished by:

- *commitment to the whole person resulting in student growth and confidence*
- *relevant, innovative, personalized academic pathways that promote passion and pride*
- *a learning environment that fosters curiosity and the thirst for achievement and discovery*
- *a culture of diversity, adaptability, and resilience*
- *meaningful and lasting relationships*
- *extraordinary school and community connections*

The Board of Education Parameters that Guide Our Work:

- We will make decisions in the best interest of all students.
- We will treat all people with dignity and respect.
- We will seek input and collaboration throughout our diverse community.
- We will practice responsible stewardship of all our resources.

IO 1.0 CALL TO ORDER – CALL FOR EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to conduct student discipline/expulsion hearings.

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA, AUGUST 29, 2024

IO 4.0 PUBLIC PARTICIPATION

- Identify oneself and be brief.
- Comments should be limited to 3 minutes.
- Any public comments submitted to the Board Secretary will be included in the record.

DI 5.0 BOARD DISCUSSION

AI 6.0 ROLL CALL ACTION ITEMS

- A. Vote on a Potential Student 2425-0004 Expulsion
- B. Vote on a Potential Student 2425-0005 Expulsion
- C. Vote on a Potential Student 2425-0006 Expulsion
- D. Vote on a Potential Student 2425-0007 Expulsion
- E. Contract with Lamar Advertising Company for Teacher Vacancy Grant Recruitment

IO 7.0 IMPORTANT DATES

September 02 Labor Day Holiday

- NO SCHOOL and District Offices are Closed

11 District-Wide Half Day

- Please check with your home school regarding the release time

20 Induction of Athletes and Coaches to Decatur Public Schools Athletic Hall of Fame

- During half time of the Eisenhower versus MacArthur High School Football Game
- Kickoff at 5:00 PM at MacArthur High School

Additional Reminders & Upcoming Dates

Please Note: October 15th is the Deadline for the Required Immunizations and Physicals for the 2024-2025 School Year

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, September 10, 2024 at the Keil Administration Building.

AI 8.0 ADJOURNMENT



Board of Education Decatur Public School District #61

Date: August 29, 2024	Subject: Lamar Advertising Company
Initiated By: Monica L Wilks, Director of Human Resources	Attachments: Lamar Advertising Company Quote - Recruitment
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Per Board Policy 4:60 Purchases and Contracts, purchases over \$25,000 require approval from the Board of Education; Lamar Advertising quotes exceeds this limit.

CURRENT CONSIDERATIONS:

Lamar Advertising Company provides digital and standard billboard advertising, which will be utilized to advertise Decatur Public Schools current Certified Teacher vacancies for the 2024-2025 school year. This is just one of many ways of the recruitment process for qualified candidates in vacant positions.

FINANCIAL CONSIDERATIONS:

The balance due for Contract #4708572 is \$49,370.00 and the balance of Contract #4706963 is \$24,900.00, with a total balance due of \$74,270.00. The total balance will be paid from the remaining funds of the 2023-2024 Teacher Vacancy Grant.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the contract payment of \$74,270.00 to Lamar Advertising Company as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



CONTRACT # 4708572

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	816165-0
Name	DECATUR PUBLIC SCHOOLS
Address	101 WEST CERRO GORDO STREET
City/State/Zip	DECATUR, IL 62523
Contact	Monica Wilks
Email Address	mwilks@dps61.org
Phone #	(217) 362-3004
Fax #	
P.O./ Reference #	
Advertiser/Product	DECATUR PUBLIC SCHOOLS
Campaign	DPS Recruitment Additional Campaign

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	141 Springfield/Decatur, IL	14 Poster Flex (Panels 10037, 10343, 10232, 10283, 10211, 10519, 10133, 10355, 10200, 10307, 10190, 10259, 10616, 10312)		09/02/24	1	\$2,800.00	\$2,800.00
Vinyl	141 Springfield/Decatur, IL	3 10x20 Eco Flex (Panels 45256, 45233, 45291)		09/02/24	1	\$1,200.00	\$1,200.00
Vinyl	141 Springfield/Decatur, IL	1 20x80 Vinyl (Panel 1132)		09/02/24	1	\$1,950.00	\$1,950.00
Vinyl	141 Springfield/Decatur, IL	1 7x21 Vinyl (Panel 50250)		09/02/24	1	\$400.00	\$400.00
Vinyl	141 Springfield/Decatur, IL	1 14x48 Eco Flex (Panel 20061)		09/02/24	1	\$1,175.00	\$1,175.00
Vinyl	141 Springfield/Decatur, IL	3 10.6x36 Eco Flex (Panels 43121, 43273, 43145)		09/02/24	1	\$2,025.00	\$2,025.00
Vinyl	141 Springfield/Decatur, IL	1 10x30 Eco Flex (Panel 50341)		09/16/24	1	\$675.00	\$675.00
Total Production/Other Services Costs:							\$10,225.00

Space										
# of Panels: 33									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
1132 304855	141-BLOOMINGTON, IL	I-74 1 MI E/O US 136 E/F	Yes	Perm Bulletin	20' 0" x 80' 0"		09/02/24-11/24/24	3	\$400.00	\$1,200.00
10037 304456	141-BLOOMINGTON, IL	RT. 51 SOUTH 1/2 MILE S/O I-74 ES/NF #2	Yes	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$330.00	\$990.00
10133 304549	141-DECATUR, IL	22ND & GRAND E/S N/F TOP	Yes	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10190 304601	141-CHARLESTON, IL	1/2 MI RT 130 N W/S B/B S/B/S S/F #1	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$225.00	\$675.00
10200 304611	141-CLINTON, IL	1/4 MI S/O JCT RT 51 & RT 54 E/S N/F - B	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10211 304621	141-DECATUR, IL	PERSHING & OAKLAND S/S E/F #2	Yes	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10232 304638	141-DECATUR, IL	3/4 MI W/O JCT RT36&WYCLES RD E/F TOP	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10259 304655	141-JACKSONVILLE, IL	RT 267 S/EDGE E/S N/F #2	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$250.00	\$750.00
10283 304671	141-MT ZION, IL	RT 121 S 1 MILE W/S B/B S/F	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10307 7405883	141-SULLIVAN, IL	E/O RTS. 121 & 32 E/F BOTTOM	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$225.00	\$675.00
10312 304687	141-TAYLORVILLE, IL	CITY RT. 48 N/EDGE S/B/S N/F #1	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10343 304711	141-DECATUR, IL	RT 51 SOUTH W/S S/F #2	Yes	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00
10355 304722	141-TUSCOLA, IL	RT 36 W S/S E/F TOP	No	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$250.00	\$750.00
10519 304808	141-DECATUR, IL	1705 EAST PERSHING RD. E/F	Yes	Poster	10' 6" x 22' 9"		09/02/24-11/24/24	3	\$300.00	\$900.00



Springfield/Decatur
 100 W. Hazel Dell Rd.
 Springfield, IL 62712
 Phone: 217-877-9036
 Fax: 217-606-3094



CONTRACT # 4708572

Date: 8/27/2024
 New/Renewal: NEW
 Account Executive: Josh Hendricks
 Phone: 217-877-9036

Address	City	Description	Yes/No	Poster/Bulletin	Dimensions	Start/End	Quantity	Rate	Total
10616 JACKSONVILLE, IL	141-	EAST MORTON AVE. E/O RR E/F #2	No	Poster	10' 6" x 22' 9"	09/02/24-11/24/24	3	\$250.00	\$750.00
20061 7405905	141-SULLIVAN, IL	RT 32 S/EDGE SULLIVAN, IL N/F	Yes	Perm Bulletin	14' 0" x 48' 0"	09/02/24-11/24/24	3	\$450.00	\$1,350.00
43121 30903850	141-GLENARM, IL	I-55 Exit 84 N/F Bottom	Yes	Perm Bulletin	10' 6" x 36' 0"	09/02/24-11/24/24	3	\$700.00	\$2,100.00
43145 30902031	141-ATLANTA, IL	I-55 MM 140 W/S N/F Top Furthest South Sign	Yes	Perm Bulletin	10' 6" x 36' 0"	09/02/24-11/24/24	3	\$600.00	\$1,800.00
43273 30904337	141-BROADWELL, IL	I-55 @ MM #119 (SOUTH SIGN) NF BOTTOM	Yes	Perm Bulletin	10' 6" x 36' 0"	09/02/24-11/24/24	3	\$600.00	\$1,800.00
45223 30903742	141-SHELBYVILLE, IL	Rt 16 East W/F Top	Yes	Junior Bulletin	10' 0" x 20' 0"	09/02/24-11/24/24	3	\$225.00	\$675.00
45256 30903810	141-DECATUR, IL	Rt 36 Twin Bridge Rd. E/F Top	Yes	Junior Bulletin	10' 0" x 20' 0"	09/02/24-11/24/24	3	\$300.00	\$900.00
45291 30903851	141-SHELBYVILLE, IL	Rt 16 v & Airport Rd. E/F	Yes	Junior Bulletin	12' 0" x 24' 0"	09/02/24-11/24/24	3	\$400.00	\$1,200.00
50250 305054	141-EFFINGHAM, IL	1713 SOUTH BANKER ST. N/F TOP	Yes	Junior Bulletin	7' 0" x 21' 0"	09/02/24-11/24/24	3	\$400.00	\$1,200.00
50341 30832485	141-CHAMPAIGN, IL	1414 Anthony Drive W/F	Yes	Junior Bulletin	10' 0" x 30' 0"	09/16/24-12/08/24	3	\$800.00	\$2,400.00
90110 304924	141-DECATUR, IL	Rt. 51 across from Hickory Point Mall, Forsyth, IL	Yes	Digital Bulletin	10' 6" x 36' 0"	09/24/24-11/18/24	2	\$1,400.00	\$2,800.00
70020 30446964	141-BLOOMINGTON, IL	600 N. CENTER	Yes	Digital Poster	12' 0" x 25' 0"	10/22/24-11/18/24	1	\$1,200.00	\$1,200.00
70040 30470217	141-DECATUR, IL	627 E ELDORADO	Yes	Digital Poster	10' 0" x 21' 0"	10/22/24-11/18/24	1	\$590.00	\$590.00
70060 30554657	141-DECATUR, IL	1816 N WATER ST.	Yes	Digital Poster	10' 0" x 21' 0"	10/22/24-11/18/24	1	\$590.00	\$590.00
70090 30720063	141-BLOOMINGTON, IL	Veterans 1 block N/O Vernon	Yes	Digital Poster	12' 0" x 25' 0"	10/22/24-11/18/24	1	\$1,200.00	\$1,200.00
70130 30768787	141-BLOOMINGTON, IL	Veterans and Oakland S/F	Yes	Digital Poster	12' 0" x 25' 0"	10/22/24-11/18/24	1	\$1,100.00	\$1,100.00
70150 50592962	141-BLOOMINGTON, IL	Veterans Parkway & Lincoln Ave W/S S/F	Yes	Digital Poster	12' 0" x 24' 0"	10/22/24-11/18/24	1	\$1,000.00	\$1,000.00
70160 50592970	141-BLOOMINGTON, IL	Veterans Parkway & Lincoln Ave W/S N/F	Yes	Digital Poster	12' 0" x 24' 0"	10/22/24-11/18/24	1	\$850.00	\$850.00
80010 30470219	141-PEORIA, IL	US 150 (WAR MEMORIAL) 1 MI W/O I-74	Yes	Digital Bulletin	14' 0" x 48' 0"	10/22/24-11/18/24	1	\$3,400.00	\$3,400.00

Total Space Costs: \$39,145.00

Total Costs: \$49,370.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	DECATUR PUBLIC SCHOOLS
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)



INITIALS _____



CONTRACT # 4708572

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Josh Hendricks

GENERAL MANAGER

DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS





CONTRACT # 4708572

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.



Springfield/Decatur
 100 W. Hazel Dell Rd.
 Springfield, IL 62712
 Phone: 217-877-9036
 Fax: 217-606-3094



CONTRACT # 4706963

Date: 8/26/2024
 New/Renewal: NEW
 Account Executive: Josh Hendricks
 Phone: 217-877-9036

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	816165-0
Name	DECATUR PUBLIC SCHOOLS
Address	101 WEST CERRO GORDO STREET
City/State/Zip	DECATUR, IL 62523
Contact	Monica Wilks
Email Address	mwilks@dps61.org
Phone #	(217) 362-3004
Fax #	
P.O./ Reference #	
Advertiser/Product	DECATUR PUBLIC SCHOOLS
Campaign	DPS Recruitment Campaign 2024

Space											
# of Panels: 13								Billing Cycle: Every 4 weeks			
Panel #	TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
70020	141-30446964	BLOOMINGTON, IL	600 N. CENTER	Yes	Digital Poster	12' 0" x 25' 0"		08/27/24-10/21/24	2	\$1,200.00	\$2,400.00
70040	141-30470217	DECATUR, IL	627 E ELDORADO	Yes	Digital Poster	10' 0" x 21' 0"		08/27/24-10/21/24	2	\$587.50	\$1,175.00
70060	141-30554657	DECATUR, IL	1816 N WATER ST.	Yes	Digital Poster	10' 0" x 21' 0"		08/27/24-10/21/24	2	\$587.50	\$1,175.00
70090	141-30720063	BLOOMINGTON, IL	Veterans 1 block N/O Vernon	Yes	Digital Poster	12' 0" x 25' 0"		08/27/24-10/21/24	2	\$1,200.00	\$2,400.00
70130	141-30768787	BLOOMINGTON, IL	Veterans and Oakland S/F	Yes	Digital Poster	12' 0" x 25' 0"		08/27/24-10/21/24	2	\$1,100.00	\$2,200.00
70150	141-50592962	BLOOMINGTON, IL	Veterans Parkway & Lincoln Ave W/S S/F	Yes	Digital Poster	12' 0" x 24' 0"		08/27/24-10/21/24	2	\$1,000.00	\$2,000.00
70160	141-50592970	BLOOMINGTON, IL	Veterans Parkway & Lincoln Ave W/S N/F	Yes	Digital Poster	12' 0" x 24' 0"		08/27/24-10/21/24	2	\$850.00	\$1,700.00
80010	141-30470219	PEORIA, IL	US 150 (WAR MEMORIAL) 1 MI W/O I-74	Yes	Digital Bulletin	14' 0" x 48' 0"		08/27/24-10/21/24	2	\$3,400.00	\$6,800.00
90020	141-50413234	SPRINGFIELD, IL	Chatham Rd & Monroe St S/F	Yes	Digital Bulletin	10' 6" x 36' 0"		08/27/24-09/05/24	1	\$1,000.00	\$1,000.00
90110	141-304924	DECATUR, IL	Rt. 51 across from Hickory Point Mall, Forsyth, IL	Yes	Digital Bulletin	10' 6" x 36' 0"		08/27/24-09/23/24	1	\$1,400.00	\$1,400.00
90010	141-31125936	SPRINGFIELD, IL	Dirksen PKWY & Walton Drive S/F	Yes	Digital Bulletin	10' 6" x 36' 0"		09/16/24-09/29/24	1	\$1,000.00	\$1,000.00
90090	141-30903759	SPRINGFIELD, IL	Veterans Parkway 100' N/O Monroe ST. N/F	Yes	Digital Bulletin	10' 6" x 36' 0"		09/23/24-10/06/24	1	\$650.00	\$650.00
90030	141-50468998	SPRINGFIELD, IL	Walnut and Jefferson E/F	Yes	Digital Bulletin	10' 6" x 36' 0"		10/21/24-11/03/24	1	\$1,000.00	\$1,000.00
Total Space Costs:										\$24,900.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

INITIALS





CONTRACT # 4706963

Customer:	DECATUR PUBLIC SCHOOLS
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Josh Hendricks

GENERAL MANAGER

DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

INITIALS _____





CONTRACT # 4706963

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

