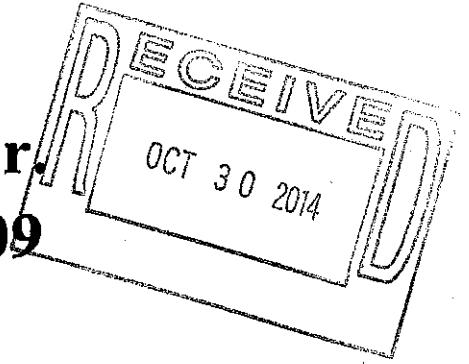


**James V. Penn**  
**5260 S. Stonehaven Dr.**  
**Springfield, MO 65809**

**417-860-4667**

**Jvp47@aol.com**



October 30, 2014

Springfield Public Schools  
1359 E. St. Louis St.  
Springfield, MO 65802

**Via facsimile: 417-523-0196**

To Whom it May Concern:

This is a request for records under the Missouri Sunshine Law, Chapter 610, Revised Statutes of Missouri.

I request that you make available to me the following records:

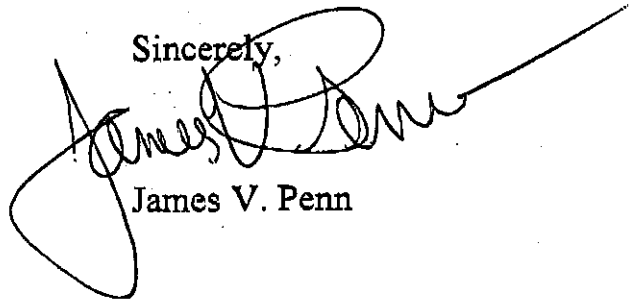
1. Please provide a copy of any contract or agreement presently in effect between Springfield Public Schools R-12 (or any entity therein) and Mercy Hospital Springfield and/or any affiliate thereof or entity related thereto (hereinafter collectively referred to as "Mercy") whereby Mercy is awarded exclusive rights to advertising, marketing and/or displaying advertising on any property belonging to and/or controlled by Springfield Public Schools R-12.

2. Please provide a copy of any contract or agreement presently in effect between Springfield Public Schools R-12 (or any entity therein) and Mercy whereby Mercy is awarded a first right of refusal for advertising, marketing and/or displaying advertising on any property belonging to and/or controlled by Springfield Public Schools R-12 (or any entity therein).

3. Please provide a copy of any contract or agreement presently in effect between Springfield Public Schools R-12 (or any entity therein) and Mercy governing or affecting donations, contributions, awards and/or grants from Mercy to Springfield Public Schools R-12 (or entity therein) or affecting any property and/or activity of Springfield Public Schools R-12 (or entity therein) or its students, clubs and/or organizations or any organizations or clubs affiliated with Springfield Public Schools R-12.

4. I agree to pay any cost(s) associated with the retrieval of this information.

Sincerely,

A handwritten signature in black ink, appearing to read "James V. Penn", written over a large, stylized loop.

James V. Penn



*Helping today's kids fill tomorrow's promise.*

---

**John E. Jungmann, Ed.D.**  
**Superintendent**

November 4, 2014

Mr. James V. Penn  
5260 S. Stonehaven Drive  
Springfield, MO 65809

Dear Mr. Penn:

This letter will respond to your letter dated October 30, 2014, and received in my office on that day. Your letter requests certain public records pursuant to the Missouri Sunshine Statute. More specifically, your letter requests the following:

- “1. Please provide a copy of any contract or agreement presently in effect between Springfield Public Schools R-12 (or any entity therein) and Mercy Hospital Springfield and/or any affiliate thereof or entity related thereto (hereinafter collectively referred to as “Mercy”) whereby Mercy is awarded exclusive rights to advertising, marketing and/or displaying advertising on any property belonging to and/or controlled by Springfield Public Schools R-12.
2. Please provide a copy of any contract or agreement presently in effect between Springfield Public Schools R-12 (or any entity therein) and Mercy whereby Mercy is awarded first right of refusal for advertising, marketing and/or displaying advertising on any property belonging to and/or controlled by Springfield Public Schools R-12 (or any entity therein).
3. Please provide a copy of any contract or agreement presently in effect between Springfield Public Schools R-12 (or any entity therein) and Mercy governing or affecting donations, contributions, awards and/or grants from Mercy to Springfield Public Schools R-12 (or entity therein) or affecting any property and/or activity of Springfield Public Schools R-12 (or entity therein) or its students, clubs, and/or organizations or any organizations or clubs affiliated with Springfield Public Schools R-12. ”

Initially, in order to be subject to disclosure under the Missouri Sunshine Law, documents must constitute “public records” of the “public governmental body.” In this case, the “public governmental body” is the Board of Education for the School District of Springfield, R-12. The term “public records” is defined in Section 610.010(6) RSMo. as follows:

(6) “Public record” -- *any record*, whether written or electronically stored, *retained by or of any public governmental body* including any report, survey, memorandum, or other document or study *prepared and presented to the public governmental body* by a consultant or other professional service paid for in whole

or in part by public funds; including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body; provided, however, that personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years. The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting."

Thus, the term "public record" includes only those records, either written or electronic, that are already in existence that the public governmental body is "holding" or "retaining" in its possession. *Jones v Jackson County Circuit Court*, 162 S.W.3d 53, 59 (Mo App 2005).

The District will not provide you with public documents which may be encompassed by your request that are closed records. Included in these closed public documents are the following:

- The minutes of closed meetings of the Board of Education which were closed pursuant to Section 610.021 RSMo, and not otherwise required to be revealed;
- Privileged communications between the Board of Education or its representatives and its attorneys pursuant to Section 610.021(1) RSMo;
- Records involving the hiring, firing, disciplining or promoting of particular employees by the Board of Education when personal information about the employee is discussed or recorded, except those public records which have been made public pursuant to Section 610.021(3) RSMo;
- Records involving software codes for electronic data processing and documentation thereof pursuant to Section 610.021(10) RSMo;
- Documents related to a negotiated contract until a contract is executed, pursuant to Section 610.021(12) RSMo;
- Documents which constitute individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, pursuant to Section 610.021(13) RSMo;
- Records which are protected from disclosure by law pursuant to Section 610.021(14) RSMo;
- Confidential or privileged communications between a public governmental body and its auditors, including all auditor work product pursuant to Section 610.021(17) RSMo;

- Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the District pursuant to Section 610.021(20) RSMo;
- Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the Board of Education and a person or entity doing business with the Board pursuant to Section 610.021(21) RSMo.

With this explanation in mind, the Board responds as follows to your request:

Your request is approved. The records you requested are attached.

Thank you for your request.

Sincerely,



Kathy L. Looten  
Executive Office Liaison/Records Custodian

cc: Ransom Ellis, III

Attachment

# SPRINGFIELD PUBLIC SCHOOLS

## Advertising Agreement

This Advertising Agreement is made and entered into on this 18th day of June, 2012 by and among **Mercy**, referred to as "**Advertiser**", and **The School District of Springfield R-12**, hereinafter referred to as "**SPS**".

SPS is very pleased that you have chosen to become a sponsor for this exciting project. This opportunity will give the advertiser exposure to numerous Springfield people, and community events. We are committed to providing you excellent exposure for your company.

Whereas, SPS desires to sell certain advertising rights to the Advertiser, and the Advertiser desires to acquire certain of such advertising rights upon the terms and conditions set forth. Now, therefore, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:


1. **Granting of Advertising Rights:** SPS hereby grants to Advertiser the right to advertise on the specific items described on Attachment A. The advertising shall be operated and shown in according with Attachment A.
2. **Term:** This agreement and the grant of advertising rights hereunder shall be for a term of \*10 (ten) years ending on the 10<sup>th</sup> anniversary of the Commencement Date. Notwithstanding the foregoing, should any key aspect of the relationship of the parties occur during the term of this Agreement, then either party may terminate this Agreement by providing at least 180 days prior written notice to other party of its intent to terminate.
3. **Advertising Fees:** In consideration for the advertising, Advertiser shall pay the sum of \$100,000 dollars upon execution of this agreement and \$60,000 per year, payable in accordance with Attachment B. Said payment shall be made payable to the Foundation for Springfield Public Schools.
4. **Default:** For purposes of this Agreement, a Default shall be defined as
  - A. Failure to perform or observe any term of this agreement for sixty (60) days (thirty (30) days in the case of nonpayment of monetary obligations of Advertiser hereunder) after the receipt of written notice thereof, or
  - B. Insolvency (defined as either "unable to pay debts when due" or "negative net worth"), general assignment of this Agreement for the benefit of creditors, or the filing, voluntarily or involuntarily, of a petition of bankruptcy.
5. **Remedies:** In the case of an event of Default and the continuance of such default beyond any cure period provided above, the non-defaulting party shall have all remedies available to it under law or equity, including, without limitation, the right to terminate this Agreement immediately upon giving written notice to the defaulting party. In the event of such Default by Advertiser, SPS shall have the right to declare immediately due and payable the present value of all future payments and amounts then owed, (Attachment B), together with reasonable attorney's fees and costs.

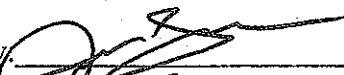
6. This Agreement and Advertiser's letter to SPS dated April 10, 2012 represent the entire agreement of the parties and supersedes and takes the place of any prior Advertising Agreement entered between the Advertiser and the Foundation for Springfield Public Schools.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

The School District of Springfield R-12

MERCY

By:   
Print Name STEVEN M CHADES  
Print Title CFO  
Date 8/28/12

By:   
Print Name Jon Swartz  
Print Title CEO  
Date 8/15/12

#### Attachment A

##### *Granting of Advertising Rights*

- A) SPS shall grant advertising rights with the installation of 2 ea. 28' long x 12' tall Mercy logos to be placed diagonally (one on the home side, and one on the visitor's side) between the 20 and 30 yard lines and between the hash marks and numbers on each of the 4 stadium fields. This includes: Glendale, Hillcrest, Kickapoo, and Parkview High Schools.
- B) SPS and Mercy will continue to explore additional health education and programs for students and co-worker that would be mutually beneficial.
- C) SPS shall grant Mercy opportunity to place signage at Mercy's cost at all other sporting venues within the Springfield Public Schools. Include game day programs at no cost and special recognition nights as appropriate; continue joint promotions to include featuring Athletic Director and other key personnel as appropriate (to be approved by both parties).
- D) Opportunity for SPS and Mercy to develop joint marketing plan.
- E) Opportunity for SPS and Mercy to explore other future collaboration which may be mutually beneficial.

#### Attachment B

##### *Advertising Fees*

- 1. Advertiser shall pay SPS for the rights granted to the Advertiser herein during the Term: the sum of Seven Hundred Thousand Dollars; \$100,000 upon execution of

this agreement and \$60,000 in annual installments for a 10 year period. First annual payment is due upon signing of the contract, for a total payment of \$160,000. Said payment shall be made payable to the Foundation for Springfield Public Schools. Annual payments are due by the anniversary date each year thereafter.

**\*\*Note\*\*** The estimated life of the field may exceed 10 years.



## ATHLETIC TRAINER CONTRACT

**This Contract** is entered into this 1st day of August 2012, by and between Mercy Hospital Springfield. ("MHS") and The School District of Springfield R-12 ("District").

**WHEREAS**, certified athletic trainer services are provided at and through MHS and its sport medicine program and its affiliation with Missouri State University; and

**WHEREAS**, District desires to obtain athletic trainer services through MHS on behalf of its student athletes and MHS agrees to provide athletic trainer services to District and its student athletes.

**NOW THEREFORE**, the parties mutually agree as follow:

Mercy Sports Medicine agrees to provide the services of athletic trainers ("ATs") who are certified with the National Athletic Trainers Association's Board of Certification (BOC) and licensed with the Board of Healing Arts for the State of Missouri. Athletic trainer services will be provided at the District's 5 public high schools. Athletic trainer services will be provided by an individual AT for a minimum of thirty (30) hours per week not to exceed an average of thirty two (32) hours per week including weekend competitions throughout the identified MSHSSA interscholastic sports competition calendar at each high school, and further set forth at Section E Attachment C of the approved RFP S12B-0064. Specific hours of service to be determined and agreed on by the assigned AT, the Mercy Sports Medicine Executive Director and the SPS athletic director. Mercy Sports Medicine shall be the exclusive provider of athletic trainers and sports medicine services to the District for all athletic events sponsored by the District during the official sports seasons. The AT will provide coverage for athletic events in accordance to Mercy Sports Medicine policies and procedures manual with regard to injury risk and priority as mutually agreed upon with the District. Coverage of simultaneous events will be at the AT's and athletic director's discretion. In the event of multiple events the ATC and athletic director will determine coverage priority by the injury potential of each event.

The minimum of thirty (30) hours of service commitment is exclusively for the individually assigned site for practices and events and participating athletes. This service does not include coverage of events that are hosted by the site with entities/participants not directly affiliated with the associated site athletic teams. MSHSSA sponsored athletic contests that do not include site specific athletic teams will be covered only if there is not a schedule conflict associated with the sport coverage matrix in Exhibit A.

During the summer months each SPS high school site will continue to receive the service of the site ATC up to sixteen (16) hours per week Monday through Friday. This service will be for athletic training room hours only and not to include event coverage (i.e. Camps, tournaments, or leagues). Due to the injury risk associated with football participation, the 16 hours of services provided by the site athletic trainer will be available for football contact camps only. Coordination of schedules will be applicable to each individual site.

**Term.** This Agreement shall become effective July 1, 2012 and shall remain in effect through June 30, 2015 unless both parties mutually agree to terminate with thirty (30) days advance written notice of such with an option of a yearly renewal at the end of said term. Notwithstanding the foregoing, the effective date of any termination will be at the end of the sports season that is in session at the date the termination notice is provided.

**Treatment of Injuries.** The parties acknowledge that the ATC will primarily be treating high school interscholastic sports-related injuries and illness during athletic activities. All other student school injuries shall be coordinated with the high school nurse or the student athlete's private primary care physician. The parties further agree to facilitate the coordination of care of student athletes between the ATC and the high school nurse when appropriate. However, this provision is in no way to be construed to limit the rights of student athletes or their parents or legal guardians to consult and be treated by the student athlete's primary care physician or physician of the athlete's family's choosing. Rehabilitation of injuries may also be performed on-site at the high school as determined by the site ATC based on complexity of rehabilitation needs, availability of schedule, and facilities.

**Care of the Student Athlete.** The parent/guardian of the student athlete will have the final responsibility during practices and games. However, the ATC may make recommendations to the Head Coach and the parents or legal guardians of the student athletes regarding the care and well-being of the student-athlete. Care of the student athlete may be coordinated with the high school nurse and the student athlete's primary care physician. All return to play decisions and criteria will be a team approach that is based on the current Mercy Sports Medicine policies and procedures manual, physician clearance, site ATC, school representative(s), the student athlete, and student athlete's parent(s)/guardian(s).

**Policies and Procedures Manual.** Mercy Sports Medicine will provide each high school site an updated sports medicine policy and procedure manual each academic year. All information with policies and procedures contained within the manual will be updated each year. In the event that new standards of care are to be implemented, updates will be furnished to each site athletic director and the Springfield Public School District's Athletic Director. All policies and procedures are reviewed and approved by Mercy Sports Medicine Service Line Leadership and Legal Council.

**Scheduling.** Both entities agree to use its best efforts to develop and implement an initial schedule of athletic events at each high school in order to assure ATC coverage. Mercy Sports Medicine will be contacted as soon as possible concerning any cancellations or scheduling changes. Notice of any changes in the schedule should be provided at least one week in advance to guarantee ATC coverage at the event. Should the District be unable to provide the foregoing notice, Mercy Sports Medicine will use its best efforts to provide Athletic Training coverage at such event.

**Supplies.** Any supplies required to be purchased for the provision of the athletic trainer services will be reimbursed to Mercy Sports Medicine by the District. Ownership of such supplies shall be the property of District unless otherwise agreed to.

**Medical Records.** The athletic trainers will have access to school medical records as needed and will coordinate all requests with the high school nurse. The athletic trainers will prepare a subjective, objective, assessment, and plan for each student athlete receiving treatment from the athletic trainers and these records will be maintained in the normal course of business for the school district. Access to these records will be provided pursuant to District policies and procedures. The parties agree to comply with HIPAA and FERPA in confidentiality of such records and to limit access to these records as set forth by the above-referenced acts.

**Scheduled Vacations and Absences.** In the event of sickness or unforeseen absence of the site athletic trainer, efforts will be made to find a temporary replacement to ensure fulfillment of the mutually agreed upon contractual obligations. Every effort will be made to coordinate scheduled vacations during time periods throughout the calendar year that is not as rigorous or complex. Most scheduled vacations will occur during the summer months. If scheduled vacations conflict with site athletics schedule every attempt will be made to ensure coverage is realized by members of the Mercy Sports Medicine staff. Coverage during holidays will be arranged according to the individual athletic trainer for each school. All athletic trainers will follow the official holiday schedule for Mercy Health System. The District Athletic Director and site activities director(s) will be informed as far in advance as possible of dates and or times of schedule conflict when the site athletic trainer is unable to be present.

Communication of these conflicts will be the responsibility of the site athletic trainer and the Executive Director of Mercy Sports Medicine.

**Statement of Work and Deliverable Schedule.** Because Mercy Sports Medicine and Springfield Public Schools has had a written agreement for twenty one (21) years, the proposed service is a continuation of existing arrangements with only hours of service expanded. Mercy Sports Medicine has existing staff, equipment, policies and procedures along with pre-existing relationships within each high school site that will enable an automatic implementation of service upon "Notice to Proceed". Because of the pre-existing agreement there will be no delays in recruitment of staff, background checks, or credentialing.

**Policies and Procedures.** Workloads are supervised and coordinated by the Executive Director of Mercy Sports Medicine. Quality is assured by a multiphase process that begins with program accountability. Mercy Sports Medicine outreach team members have a regularly scheduled team meeting each week. Team meetings review site specific engagement activities and strategies, procedural review, project implementation, scheduling to ensure coverage of athletic events, professional development, direction from the executive director to team members, and injury management review. Site visits performed by the Executive Director to ensure engagement with both staff and school community is vital to the growth and development of the sports medicine partnership. Site visits are used to assess the needs of the schools served, ensuring the needs of student athletes are met.

District Responsibilities:

**Facilities.** District will provide approved facilities for utilization by the ATC and any potential Missouri State University student athletic trainer. The facilities will include a room within the high school that is immediately accessible by the student athletes and coaches from the practice areas. The room will be a well lighted room that is at least 150 sq. ft. in size and is appropriately heated/cooled. Access to hot/cold water, a sink, electrical outlets and telephone is also preferred.

**Marketing, Advertising and Signage.** District agrees to grant Mercy Sports Medicine exclusivity in the marketing and advertising of sports medicine services including sports performance enhancement/strength and conditioning programming through at District's facilities and games as mutually agreed to which shall be consistent with prior arrangements

between the parties. All signage and other advertising will be at no cost to SPS. The creation and production of all marketing and advertising costs will be incurred by Mercy.

Limitations to Services:

**Assignment.** This Agreement is personal to the parties and may not be assigned without the mutual consent of the parties.

**Independent Contractor.** Mercy and District shall be deemed to be independent contractors. Mercy shall not have mandatory duties except those imposed by law, regulation and those specifically set out in this Agreement. District shall indemnify and hold harmless Mercy from and against and shall assume full responsibility for all Federal, Missouri and local taxes and contributions are imposed or required under Federal or Missouri Unemployment, Insurance, Social Security, Workers' Compensation, Federal, Missouri and local income tax with the respect to the aforementioned athletic trainers. Nothing contained in this Agreement shall be regarded as creating any relationship employer/employee, joint venture, partnership, shareholder between the parties other than the independent contractor relationship as set forth in this Agreement.

**Insurance/Indemnification.** Each party, at its own expense, shall carry appropriate levels of professional liability and other insurance coverage's normally carried by similar institutions from a commercial insurer or through a program of self-insurance. A certificate of coverage shall be provided by either party upon the request of the other.

Each party agrees to protect, defend, indemnify, and hold the other party harmless from any and all claims, demands, judgments, expenses, and costs (including reasonable attorney's fees) incurred by one party due to the other party's failure to comply with the provisions of this Agreement or their negligent acts or omissions.

**Governing Law.** This Agreement and all rights of the parties there under shall be governed by the State of Missouri.

**Authority to Execute.** The parties acknowledge that each of them has the necessary authority to enter into and perform their respective obligations under this Agreement. This Agreement is a binding obligation of each such party and has been authorized by all requisite action under the parties' governing instruments and bodies, that the individuals executing this Agreement on behalf of such authority are duly authorized and designated to do so and that no other signatories are required to bind such party.

**Entire Agreement.** This Agreement will constitute the entire agreement of the parties and any modifications or amendments to this Agreement shall be mutually agreed to in writing.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

Mercy Hospital – Springfield

By: \_\_\_\_\_

Title: \_\_\_\_\_

*John D. Sullivan*  
*Chief Operating Officer*

School District of Springfield R-12

By: \_\_\_\_\_

Title: \_\_\_\_\_

*John C. ...*

*CFO*

**EXHIBIT A**

**Fall:**

All varsity football games/and contact practices  
FR/JV home football games  
All varsity soccer home games  
Varsity home volleyball match  
Share X-C Meets  
District Events  
Fall sports practice coverage excluding football

**Winter:**

All varsity JV/Varsity home basketball men & women  
All home wrestling events  
Varsity and/or JV away basketball games men & women  
FR men & women basketball home events  
Winter sports practice coverage

**Spring:**

All JV/Varsity home women's soccer events  
All JV/Varsity home baseball events  
Share Track & Field events  
Spring sports practice coverage

**Tournament Coverage**

ATC will cover assigned school. Coverage for non-Mercy Sports Medicine covered schools will require an additional \$25 per hour fee.

Daily Athletic Training Room Hours will vary according to the demands of the official MSHSSA sports season. Consideration for time will be made based on the weekly event and practice schedule.

Coverage during holidays will be arranged according to the individual ATC for each school. All ATC's will follow the official holiday schedule for Mercy Hospital Springfield.

# SPRINGFIELD PUBLIC SCHOOLS

## Advertising Agreement

This Advertising Agreement is made and entered into on this 17<sup>th</sup> day of May, 2012, "Commencement Date", and among Dr. Frank Newman, referred to as "Advertiser", and The School District of Springfield R-12, hereinafter referred to as "SPS".

SPS is very pleased that you have chosen to become a sponsor for this exciting project. This opportunity will give the advertiser exposure to numerous Springfield people, and community events. We are committed to providing you excellent exposure for your company.

Whereas, SPS desires to sell certain advertising rights to the Advertiser, and the Advertiser desires to acquire certain of such advertising rights upon the terms and conditions set forth. Now, therefore, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. **Granting of Advertising Rights:** SPS hereby grants to Advertiser the right to advertise on the specific items described on Attachment A. The advertising shall be operated and shown in according with Attachment A.
2. **Term:** This agreement and the grant of advertising rights hereunder shall be for a term of \* 10 (ten) years ending on the 10<sup>th</sup> anniversary of the Commencement Date.
3. **Advertising Fees:** In consideration for the advertising, Advertiser shall pay the sum of \$25,000 dollars, payable in accordance with Attachment B. Said payment shall be made payable to the Foundation for Springfield Public Schools.
4. **Default:** For purposes of this Agreement, a Default shall be defined as
  - A. Failure to perform or observe any term of this agreement for sixty (60) days (thirty (30) days in the case of nonpayment of monetary obligations of Advertiser hereunder) after the receipt of written notice thereof, or
  - B. Insolvency (defined as either "unable to pay debts when due" or "negative net worth"), general assignment of this Agreement for the benefit of creditors, or the filing, voluntarily or involuntarily, of a petition of bankruptcy.
5. **Remedies:** In the case of an event of Default and the continuance of such default beyond any cure period provided above, the non-defaulting party shall have all remedies available to it under law or equity, including, without limitation, the right to terminate this Agreement immediately upon giving written notice to the defaulting party. In the event of such Default by Advertiser, SPS shall have the right to declare immediately due and payable the present value of all future payments and amounts then owed, (Attachment B), together with reasonable attorney's fees and costs.

6. This Agreement supersedes and takes the place of any prior Advertising Agreement entered between the Advertiser and the Foundation for Springfield Public Schools.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

The School District of Springfield R-12  
By: [Signature]  
Print Name STEVEN M CHASES  
Print Title CFD  
Date 5/17/12

Dr. Frank Newman  
By: [Signature]  
Print Name Frank R. Newman, Jr.  
Print Title Oral & Maxillofacial Surgeon  
Date 5/17/12

Attachment A

*Granting of Advertising Rights*

- A) SPS shall install 1 ea - 7' x 10' endzone Dr. Frank Newman Logo on the Glendale High School turf field at the Falcons Sponsor Level.

Attachment B

*Advertising Fees*

- 1. Advertiser shall pay SPS for the rights granted to the Advertiser herein during the Term: the sum of \$25,000 Dollars, - \$ \_\_\_\_\_ (total amount due) in one payment or in yearly installments of \$2,500 for a 10 year period. Payment is due upon signing of the contract. Said payments shall be made payable to the Foundation for Springfield Public Schools by the anniversary date of each year thereafter.

**\*\*Note\*\*** The estimated life of the field could exceed 10 years.