

# EAST HAMPTON UNION FREE SCHOOL DISTRICT

## REGULAR MEETING OF THE BOARD OF EDUCATION Board Conference Room at 6:30 p.m.

Tuesday, April 16, 2019

### AGENDA

1. Executive Session (5:30 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. News of the Schools
5. Public Comments (Agenda Items Only)  
*The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:*
  1. *Each speaker is permitted three minutes for their comments.*
  2. *The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.*
  3. *The Board is not permitted to address personnel or individual student matters in open session.*
6. Consent Agenda
7. Superintendent's Report and Recommendations
8. Old Business
9. New Business
  1. Academic Committee Update
  2. Policy Committee Update
10. Public Comments
11. Adjournment

### **Consent Agenda:**

1. Recommended: That the Board accept the Minutes of April 2, 2019 as written and place on file.
2. Recommended: That the Board approve the Check Warrants for March 2019 as recommended by the Finance Review Committee and place on file.
3. Recommended: That the Board approve an amended unpaid medical leave for Elizabeth Reveiz-Granelli, Director of ENL, that became effective February 11, 2019 and is extended through March 29, 2019.
4. Recommended: That the Board accept Lee Mohlere's request for a paid leave of absence for child rearing purposes effective on or about August 29, 2019 through on or about January 22, 2020 using eighty-five days of Ms. Mohlere's accrued sick days, and a leave without pay from on or about January 23, 2020 through on or about February 14, 2020.
5. Recommended: That the Board accept the letter of resignation from Carmen Alvarez-Holmes, Foreign Language Teacher (Spanish), effective at the close of business day June 28, 2019.
6. Recommended: That the Board accept the letter of resignation from Greta Norris, School Bus Driver, effective March 28, 2019, 12:00 p.m.

### **Superintendent's Report and Recommendations:**

1. Recommended: That the Board approve the collective Shared Sports Agreement between East Hampton Union Free School District, Southampton Union Free School District, Sag Harbor Union Free School District, Bridgehampton Union Free School District, and The Ross School for the 2018-2019 school year in accordance with the terms and conditions set forth in said agreement.
2. Recommended: That the Board approve the Two Unit Special Pixellot Use Agreement between East Hampton Union Free School District and 2080 Media, Inc. d/b/a PlayOn! Sports, in the amount of \$5,000.00 (a one-time fee) effective April 17, 2019, for the purpose of providing equipment, software and services, including but not limited to, the recording, encoding and streaming of videos of all the District's sporting events, in accordance with the terms and conditions set forth in said agreement.
3. Recommended: That the Board authorize the Assistant Superintendent for Business to make year-end budget transfers for the school year ending June 30, 2019.
4. Recommended: That the Board adopt the 2019-2020 proposed budget in the amount of \$70,947,120.00.
5. Recommended: That the Board approve the following Resolution, to wit: RESOLVED, that the Board of Education of the East Hampton Union Free School District approves the Real Property Tax Report Card prepared by the District's Business Office for the 2019 Annual District Meeting; and be it further RESOLVED, that a copy of said Report Card shall be

submitted to the State Education Department by the end of the next business day following this approval.

6. Recommended: That the Board approve the following Retirement Contribution Reserve Sub-Fund Resolution:

WHEREAS, the East Hampton Union Free School District participates in the New York State Teachers' Retirement System ("TRS"); and

WHEREAS, on January 8, 2008, the Board of Education of the East Hampton Union Free School District by resolution established a Retirement Contribution Reserve Fund known as the Employee Retirement System Reserve pursuant to Section 6-r of the General Municipal Law; and

WHEREAS, the Board of Education has determined it is also appropriate to establish a sub-fund within said Retirement Contribution Reserve Fund pursuant to Section 6-r (2-a) of the General Municipal Law.

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of the East Hampton Union Free School District, pursuant to Section 6-r of the General Municipal Law, as follows:

1. The Board hereby establishes a sub-fund within the Employee Retirement System Reserve to be known as the East Hampton Union Free School District Teachers' Retirement System (TRS) Contribution Reserve Sub-Fund;
2. The source of funds for this Reserve Sub-Fund shall be:
  - a. such amounts as may be provided therefore by budgetary appropriation or raised by tax therefore;
  - b. such revenues as are not required by law to be paid into any other fund or account;
  - c. such other funds as may be legally appropriated; and
  - d. notwithstanding any law to the contrary, such amounts as may be transferred from a reserve fund established pursuant to Section 6-c, 6-d, 6-e, 6-f or 6-g of Article 2 of the General Municipal Law, comprised of moneys raised from the same tax base as the moneys in the retirement contribution reserve fund, or a reserve fund established pursuant to Education Law Section 3651, provided that any such transfer shall only be made by Board resolution adopted after a public hearing held on at least 15 days prior notice published in at least one newspaper having general circulation in the District.
3. By resolution, the Board of Education may authorize expenditures from this Reserve Sub-Fund. Except as otherwise provided by law, moneys in this Reserve Sub-Fund may only be appropriated to finance retirement contributions to the New York State Teachers' Retirement System, and/or to offset all or a portion of the amount deducted from the moneys apportioned to the District from the State for the support of schools pursuant to Section 521 of the Education Law.
4. No member of the Board of Education or employee of the District shall:

- a. authorize a withdrawal from this Reserve Sub-Fund for any purpose except as provided in Section 6-r of the General Municipal Law; or
  - b. expend any money withdrawn from this Reserve Sub-Fund for a purpose other than as provided in Section 6-r of the General Municipal Law.
5. The moneys contributed annually to the Reserve Sub-Fund shall not exceed 2% of the total compensation or salaries of all teachers employed by the District who are members of TRS paid during the immediately preceding fiscal year.
  6. The balance of the Reserve Sub-Fund shall not exceed 10% of the total compensation or salaries of all teachers employed by the District who are members of TRS paid during the immediately preceding fiscal year.
  7. The moneys in this Reserve Sub-Fund shall be deposited and secured in the manner provided by Section 10 of the General Municipal Law. The Board of Education or its authorized designee may invest the moneys in this Reserve Sub-Fund in the manner provided by Section 11 of the General Municipal Law. Any interest earned or capital gain realized on the money so deposited or invested shall accrue to and become part of this Reserve Sub-Fund.
  8. The chief fiscal officer shall account for this Reserve Sub-Fund separate and apart from all other funds of the District. Such accounting shall show: the source, date and amount of each sum paid into the sub-fund; the interest earned by such sub-fund; capital gains or losses resulting from the sale of investments of this sub-fund; the order, purpose thereof, date and amount of each payment from this sub-fund; the assets of the sub-fund, indicating cash balance and a schedule of investments. The chief fiscal officer, within sixty (60) days of the end of each fiscal year, shall furnish a detailed report of the operation and condition of this sub-fund to the Board of Education.
  9. This Resolution shall take effect immediately.
7. Recommended: That the Board approve the following Tax Anticipation Note Resolution of East Hampton Union Free School District, New York, adopted April 16, 2019, authorizing the issuance of not-to-exceed \$16,000,000.00 Tax Anticipation Notes in anticipation of the receipt of taxes to be levied for the fiscal year ending June 30, 2020.

RESOLVED BY THE BOARD OF EDUCATION OF EAST HAMPTON UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of East Hampton Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$16,000,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2019 and ending June 30, 2020, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

- (b) The Notes shall mature within the period of one year from the date of their issuance.
- (c) The Notes are not issued in renewal of other notes.
- (d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of one of the following: the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District; and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member \_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES

NOES

The Resolution was declared adopted.

- 8. Recommended: That the Board approve The State of New York Deferred Compensation Plan Resolution:

WHEREAS, the East Hampton Union Free School District wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the "Plan") for voluntary participation of all eligible employees; and

WHEREAS, the East Hampton Union Free School District is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law\* and

WHEREAS, the East Hampton Union Free School District has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue careers

with the East Hampton Union Free School District by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement;

\* A local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law includes: a county, city, town, village or other political subdivision as defined in Section 131 of the retirement and Social Security law or civil division of the State; a school district or other governmental entity operating a public school, college, or university; a public improvement or special district, a public authority, commission, or public benefit corporation; or any other public corporation, agency or instrumentality or unit of government which exercises governmental powers under the laws of the State.

NOW, THEREFORE, it is hereby:

RESOLVED, that the East Hampton Union Free School District hereby adopts the Plan for the voluntary participation of all eligible employees; and it is further

RESOLVED, that the appropriate officials of the East Hampton Union Free School District are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and it is further

RESOLVED, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

Adopted on the 16<sup>th</sup> day of April 2019 at a meeting of the East Hampton Union Free School District Board of Education.

I hereby certify that the East Hampton Union Free School District is a local public employer within the meaning of Section 5 of the State Finance Law and that the adoption of the Plan has received all required approvals of any local governing body or officer and otherwise complies with local law.

Witnesseth by: Employer

By:

\_\_\_\_\_  
Consent of The Deferred  
Compensation Board of the  
State of New York to  
Local Public Employer's  
Participation

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

9. Recommended: That the Board approve the following Budget Transfers:

<u>From</u>	<u>To</u>	<u>Amount</u>
A2111.1200-11 Reading Instruc. Sal / K-3	A9060.8000-04 Dental & Medical Insurance	\$38,901.59

A2111.1210-11 Reading Instruc. Sal / 4-6	A9060.8000-04 Dental & Medical Insurance	\$34,222.80
A2114.1300-12 ESL Instruc. Sal / 9-12	A9060.8000-04 Dental & Medical Insurance	\$41,984.06
A2115.1300-12 English Instruc. Sal / 9-12	A9060.8000-04 Dental & Medical Insurance	\$21,029.55

10. Recommended: That the Board approve the following Resolution: BE IT RESOLVED, that the East Hampton Union Free School District Board of Education hereby casts its vote and approves the Administrative Budget of Eastern Suffolk BOCES for the 2019-2020 year.
  
11. Recommended: That the Board approve the following Resolution: BE IT RESOLVED, that the East Hampton Union Free School District Board of Education hereby casts one (1) vote for each of the five (5) following Eastern Suffolk BOCES Board Candidates: Linda Goldsmith, Oysterponds UFSD; William Hsiang, Riverhead CSD; Lisa Israel, Greenport UFSD; Fred Langstaff, Sayville UFSD; and John Wyche, Bridgehampton UFSD.

**SOUTHAMPTON UNION FREE SCHOOL DISTRICT  
EAST HAMPTON UNION FREE SCHOOL DISTRICT  
SAG HARBOR UNION FREE SCHOOL DISTRICT  
BRIDGEHAMPTON UNION FREE SCHOOL DISTRICT  
AND THE ROSS SCHOOL  
SHARED SPORTS AGREEMENT**

AGREEMENT made this \_\_\_ day of \_\_\_\_\_ 2019, between the Southampton Union Free School District ("Southampton"), the East Hampton Union Free School District ("East Hampton"), the Sag Harbor Union Free School District ("Sag Harbor"), the Bridgehampton Union Free School District ("Bridgehampton"), and The Ross School (the "Ross School" and collectively as the "Districts").

WHEREAS, the Districts wish to enhance the inter-scholastic athletic opportunities for their students by permitting students from each District to compete together on certain inter-scholastic athletic teams ("shared sports").

NOW, THEREFORE the Districts hereby agree as follows:

1. The term of this Agreement shall be for the 2018-2019 school year.
2. The sport which shall be shared between the Districts shall be Boys Lacrosse (hereinafter "Lacrosse"); Southampton shall serve as the "Hosting District" for Lacrosse, and East Hampton, Sag Harbor, Bridgehampton, and the Ross School shall each serve as "Sending Districts" for Lacrosse.
3. The Hosting District shall ensure that Lacrosse is provided in accordance with all applicable rules and regulations, including but not limited to NYS Education Law, the State Education Department's Rules and Regulations and the Rules of Section XI, and New York State Public High School Athletic Association (NYSPHSAA).
4. The Superintendent of each District, or his/her designee, is hereby authorized to collaborate in order to provide inter-scholastic athletic opportunities to students of each District.
5. Southampton shall hire five (5) coaches for the Lacrosse teams' 2018-2019 season and East Hampton shall hire one (1) coach to serve as the Assistant Coach for the Junior Varsity lacrosse team for the 2018-2019 season. Should there be any coaching vacancies for Lacrosse during the 2018-2019 school year, Southampton shall be responsible for hiring an individual to fill such vacancy.
6. Sending Districts shall reimburse the Hosting District on a per-student basis for Lacrosse in accordance with the following formula:




- a. Determine the per-student cost for Lacrosse by computing the total cost of the Lacrosse teams provided by the Hosting District divided by the total number of students on the Lacrosse teams.
    - i. In order to determine the total cost of the Lacrosse teams provided by the Hosting District, the following costs shall be considered:
      1. The stipends applicable to coaches hired by the Hosting District for the Lacrosse teams' 2018-2019 season; and
      2. The costs of hiring officials, timekeepers, scorers, and/or security necessary for the Lacrosse teams' events throughout the 2018-2019 season; and
      3. The costs of any supplies and equipment supplied to the Lacrosse teams throughout the 2018-2019 season; and
      4. The costs of any video recordings or video software supplied for the Lacrosse teams throughout the 2018-2019 season; and
      5. The transportation costs of the Lacrosse teams' 2018-2019 season.
  - b. Determine total reimbursement due to the Hosting District by computing the cost per-student for Lacrosse multiplied by the number of students participating in Lacrosse from each Sending District.
7. East Hampton shall be reimbursed from the other Districts in the same manners as if East Hampton were the Hosting District for:
    - a. The stipends applicable to the one (1) coach hired by East Hampton for the Lacrosse teams' 2018-2019 season.
  8. Only those costs set forth in paragraphs 5, 6, and 7 above will be shared amongst the participants to this Agreement. Each District shall individually assume any costs associated with their participation in this Agreement not specifically itemized in paragraphs 5, 6, and 7 above.
  9. Each District agrees to defend, indemnify and hold harmless all other Districts, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

10. Each District will name the other Districts as an "additional insured" on its liability coverage policy as to claims/actions arising from services and obligations performed in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2019

SOUTHAMPTON UNION FREE  
SCHOOL DISTRICT

By:   
Dr. Nicholas Dynio  
Superintendent of Schools

EAST HAMPTON UNION FREE  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Mr. Richard J. Burns  
Superintendent of Schools

SAG HARBOR UNION FREE  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Ms. Catherine Barber-Graves  
Superintendent of Schools

BRIDGEHAMPTON UNION FREE  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Mr. Robert Hauser  
Superintendent of Schools

THE ROSS SCHOOL

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

Name: \_\_\_\_\_

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



**"Two Unit Special" Pixellot Use Agreement**

School: East Hampton Union Free School District  
Address: 2 Long Lane  
East Hampton, NY 11937

Effective Date: Jan 30, 2019

This Two Unit Special Agreement (our "Agreement") will serve as confirmation of the involvement of East Hampton Union Free School District and East Hampton High School ("School") in the NFHS Network School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, District, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

**In consideration of a one-time fee of \$5,000, PlayON will provide School with access to two (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:**

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Pixellot real-time stitching technology
- d. Automated production for supported sports; new sports will be added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation
- g. Software upgrades (while the Agreement is in effect)
- h. Point to Point wireless internet base station (if School does not have hard-line internet available at Pixellot venue)

Installation Services of the unit(s): (Check one)

Provided by PlayOn	<input type="checkbox"/>	Responsibility of School	<input checked="" type="checkbox"/>
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**Pricing for the Agreement:**

Description	No. Units	Unit Price	Sub Total
One-time License Fee	2	\$5,000	\$5,000
Installation Services	-	-	-
Extra Accessories (if applicable)	-	-	-
Total Due			\$5,000

**PlayOn provides the following software and services\*:**

- a. A branded School video portal on [www.nfhsnetwork.com](http://www.nfhsnetwork.com) for all Schools
- b. PlayOn proprietary software (*PlayOn! Manager*) for the complete management of School-based events including scheduling, event information, and event availability.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, training, software updates, software support, and software licenses. The cost of the annual software license for the PlayOn Software is waived as part of the Agreement.
- f. An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program

\*PlayOn software and services are subject to additional terms and standard license agreements provided with those items.

**Broadcast Rights and Event Content:**

**Regular Season Event Broadcasts** – School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating these restrictions. For the sake of clarity, School shall also broadcast via the Pixellot System on the NFHS Network any regular season event that is broadcast on linear television by a third party.

**Postseason Event Broadcasts**. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot system installed in the venue where the event takes place. State Association rights fees for State Postseason events produced by Pixellot Systems at School venues will be waived since the event will be distributed exclusively on the NFHS Network.



## SCHOOL BROADCAST PROGRAM

**Practices.** School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as “private” and not available for viewing by consumers.

**Content Syndication.** PlayOn retains the right to syndicate the content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. PlayOn may syndicate content such as game highlights to promote and market School, its Schools, and the NFHS Network. Notwithstanding the foregoing, the School expressly reserves all trademark and copyright rights to all School logos, mascots, names and images; and PlayOn may not use any student commentary or highlights to promote, endorse or market any commercial product or service, including the NFHS Network. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs. Notwithstanding the foregoing, School has the right to download School -produced events and upload the content into a game-film-analysis platform for use by coaches, provided that the full-length events are not generally available to consumers.

**Event Content.** School shall be solely responsible for all event content produced by School using the Software and distribution system contemplated hereunder, including securing any and all releases, consents, waivers and other necessary rights from any third parties and complying with all applicable law. School agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot system will not be turned on except for scheduled events and required system maintenance.

**Consumer Subscription Platform.** All live sporting events require consumers to purchase a subscription pass to be viewed. Sporting events uploaded for on-demand viewing require a subscription pass for a period of 72 hours from the event’s initial broadcast, after which they are available to viewers free of charge. Non-sports events are set by default to be free for viewers. At School’s discretion, School may charge a subscription fee to view non-sport events live and for 72 hours on-demand.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify school in writing of any such modifications.

**School-sold Sponsorships.** School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

**Network Advertising.** PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to *NFHS Network Commercial Materials Guidelines*. Guidelines are provided in Exhibit B. PlayOn shall not permit any third party commercial advertising on any School video portal or within any School broadcast.

**Third Party Relationships.** Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for any third-party relationships School enters into.

### Terms and Conditions

**Term of Contract.** This Agreement is effective as of the Effective Date and continues for an Initial Term of five (5) complete school years, with the first school year beginning on next August 1 that follows the Effective Date unless earlier terminated as provided herein. School reserves the right to terminate this Agreement at any time, subject to the payment of a one-time cancellation charge in the amount of \$1,500 per Pixellot unit delivered and installed.

After the Initial Term, the Agreement will remain in effect until terminated. School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if the term is extended.

Additionally, at any time after the end of the third year of the Initial Term, PlayOn may terminate this Agreement without cause and remove the Pixellot System on 30 days’ notice to School. PlayOn may also terminate this Agreement and remove the Pixellot system immediately, if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn’s notice of the breach.

**Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts.

**Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The “Software” consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal ([www.nfhsnetwork.com](http://www.nfhsnetwork.com)). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn’s intellectual property. School acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms (“EULA”) and School agrees to comply with all such terms. The Pixellot EULA will be provided at School request.



**Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components.

**Installation of Pixellot Systems.** The Party marked above under the caption "Installation Services" shall perform the initial installation of the Pixellot Systems. If installation is School's responsibility, School shall install each Pixellot System within 60 days of delivery to School. PlayOn may terminate this Agreement if School does not complete installation by this deadline.

**Revenue Sharing (Year 1).** Revenue sharing to School for online passes does not begin until Year 2 of Agreement (see Special Terms below). For the sake of clarity, during the first school year of the Term, School will not receive any revenue share for content produced under this Agreement.

**Revenue Sharing (Year 2 and future years).** Starting in Year 2 of the Agreement, School will receive ten percent (10%) of the Net Revenue ("Revenue Share") attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Season (4 month) and Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of both the Season and the Annual subscription passes. Starting in Year 2, School may set the price point for the online sale of these Season and Annual subscription passes and will receive one hundred percent (100%) of the markup between the selling price and either the Season Base Price or Annual Base Price, as applicable.

**Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If School produces regular season content on an alternative streaming platform in violation of the Agreement, NFHS Network reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and July 31<sup>st</sup>. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate subscription proceeds within a school year to receive a check.

#### **Special Terms**

**Ownership and Return of the Pixellot System.** PlayOn is providing the Pixellot Systems for School use during the term of this Agreement. It is not selling the Pixellot System to School. The Pixellot System will remain PlayOn's property and PlayOn will remove the Pixellot Systems from School if this Agreement terminates for any reason. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

**Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide the game schedules for all teams in all sports that occur in the venue where the Pixellot System is installed. Schedules can be provided in a mutually acceptable format. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

**Revenue Sharing Acceleration.** School has the option to pay a one-time fee of three thousand dollars (\$3,000) at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

**Marketing.** School must use reasonable efforts to link school and team social media platforms to PlayOn scheduling system; automated "game time alert" social posts will be generated and shared to School social media accounts. The School reserves the right to review and approve the content of any such posts prior to distribution on School and team platforms and accounts.

**Confidentiality.** The terms of this Agreement are commercially sensitive and are PlayOn's confidential information. Accordingly, School may not disclose the financial or other terms of this agreement (including that School is receiving Pixellot Systems at no charge) to any non-affiliated party without PlayOn's prior written consent. If School is required or ordered to disclose the terms of this Agreement for any reason, including any open records request, before doing so School must first notify PlayOn and give PlayOn an opportunity to request a limit to the disclosure request.

**Indemnification for IP Infringement.** PlayOn shall indemnify School against any claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT



**SCHOOL BROADCAST  
PROGRAM**

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[Signatures on Next Page]



# SCHOOL BROADCAST PROGRAM

\*\*\*Complete the information below and fax entire document to 404.920.3199\*\*\*

Signed:

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

*Mark Rothberg*

\_\_\_\_\_  
Mark Rothberg  
Vice President, School Broadcast Program  
PlayOn! Sports

### Accepted by School:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

School: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Bookkeeper: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

IT/Network Contact: \_\_\_\_\_

Email: \_\_\_\_\_