



PALISADES

CHARTER HIGH SCHOOL

CBO Report Board of Trustees Meeting December 13, 2022

2022-2023 BUDGET UPDATE

- The First Interim Financial report is included as a separate agenda item. This report reflects the period of July 1 through October 31. We anticipate some changes:
- We have accounted for new assumptions regarding revenue & expenditures.
 - Decreased Average Daily Attendance (ADA) from 2,820 to 2,797. The reduced ADA count also lowered our LCFF entitlement and state revenue allocation
 - Accounted for the impact of bargaining (7% salary increase & 7% off-schedule payment)
 - Accounted for increase in certificated and contracted substitutes as well as decreases due to current vacancies
- After accounting for all new assumptions, our ending balance is now \$175,827.
- As noted in the first interim presentation, the CDE will soon publish our allocation for the COVID-19 ADA loss mitigation revenue. We anticipate it to be approximately \$700,000 and look forward to receiving guidance on how to account for the revenue.

PARENTSQUARE PILOT

- At the 12/5/22 meeting, the Budget & Finance committee approved a pilot program with ParentSquare. The terms of the contract are attached to the CBO report. ParentSquare offered a free trial/pilot period, although there was a one-time, \$1,500 integration cost.
- You can click [here](#) to view the presentation and learn more about how ParentSquare streamlines school communications. They are widely used across California and over 11,000 schools across the US.
- The PCHS tech team will work with ParentSquare to integrate school data and initiate the trial period. We will also identify key groups to participate in the trial and solicit feedback.
- We will bring this agenda item back to the March 2023 board meeting to show progress and discuss moving forward with a 12-month subscription, which will require a vote.

NFHS ATHLETIC LIVE BROADCAST

- PCHS is partnering with NFHS Network. This will allow the school to stream athletic events in three (3) areas on campus: stadium, gym & pool.
- NFHS has partnered with 64 state associations (including CIF) and has 9,000 participating schools. To date, NFHS has streamed over 1 million events.
- The cost to PCHS is \$0 and the terms of the contract are attached to the CBO report. NFHS handles the cost of the equipment, installation and labor. Based on feedback from our technology and operations team, there is already infrastructure in place, so PCHS should not incur costs.
- NFHS integrates with GoFan (ticketing system we currently use), and games can be streaming by purchasing an event or a subscription. PCHS will receive 10% of net revenue

FINANCE OFFICE TRANSITIONS

- Our Finance Director position is still unfilled. The position has been posted multiple times.



INVESTMENT OF RETIREE FUND

- As part of the recent CSD Oversight visit, LAUSD acknowledged our retiree benefit investment fund, but recommended that we establish a trust.
- We will schedule a Lifetime Health Benefits committee meeting to bring the proposals forth for each trust administrator

COMPLIANCE

- The independent audit for 2021-22 is underway. We are hopeful for no findings this year.
- The actuarial valuation for 2021-22 is also in process. We are working closely with the actuary to provide updated census data and financial information.

LOOKING AHEAD

- We have begun working on the following:
 - 5-year textbook adoption cycle
 - 10-year furniture purchase plan
 - Deferred maintenance funding schedule
 - Ed Tech funding schedule
- We are also in the process of soliciting feedback for our Learning Recovery Emergency Grant and the Arts, Music & Instructional Materials Grant. The survey committee will be convening soon to discuss schoolwide surveys to solicit feedback.
- With Proposition 28 passing this past November, it will create new, ongoing funds for K-12 schools. Funds should support arts and music programs, beginning in the 2023-24 school year. PCHS' estimated allocation (based on current enrollment and UPP count) is approximately \$400,000. Please note, this amount will change as the State budget increases/decreases in future years.



PALISADES

CHARTER HIGH SCHOOL

PCHS CREDIT CARD TRANSACTIONS

Period: 09/02/2022 – 09/30/2022

Palisades Charter High School
Credit Card Reconciliation Form
For the Period of: 09/01/2022 - 9/30/2022

Date	Vendor	Description of Expense	Cardholder	Requested By:	Amount	Resource	Budget Category
August 25, 2022	SP Jansen Piano Bench	Jansen Grand Piano Dolly	JP HERRERA	E STOYANOVICH	\$ 921.50	PERKINS	SUPPLIES
September 8, 2022	CHAMPION TEAMWEAR	Dance team jerseys - new members	JP HERRERA	C SMITH	\$ 492.65	ASB	TRUST
September 9, 2022	SAMASH.COM	2 YAMAHA digital keyboards & 2 sustainer pedals	JP HERRERA	E STOYANOVICH	\$ 707.23	PERKINS	SUPPLIES
September 12, 2022	DERMATIST PLAY SERV	Performance rights for Fall play (These Shining Lives)	JP HERRERA	C SMITH	\$ 915.31	ASB	GENERAL MUSICAL & PLAY
September 15, 2022	MENDOCINO FARMS ONLINE	FUERZA RETREAT (food for PD)	JP HERRERA	M CERVANTEZ	\$ 226.77	GENERAL	PD
September 15, 2022	JW PEPPER	Eprints (3 prints): Lift Every Voice & Sing, Seize the Day, It's All Right	JP HERRERA	A CHENG	\$ 65.00	ASB	TRUST
September 21, 2022	THE UPS STORE	Postage for required mailing	JP HERRERA	T WILSON	\$ 45.00	GENERAL	IMA
September 21, 2022	THE UPS STORE	Postage for required mailing	JP HERRERA	T WILSON	\$ 27.00	GENERAL	IMA
September 21, 2022	THE UPS STORE	Returning wardrobe rental	JP HERRERA	C SMITH	\$ 310.00	ASB	TRUST
August 30, 2022	VISTA PRINT	Business cards for A Landaverde (college center)	P MAGEE	K ELLIS	\$ 41.60	GENERAL	IMA
September 1, 2022	DUMA INC	ICE MACHINE REPAIRS	P MAGEE	O CABRERA	\$ 950.00	GENERAL	CAFÉ
September 7, 2022	NACAC	National Association for College Admission Counseling Conference (Houston)	P MAGEE	K ELLIS	\$ 375.00	ASB	COLLEGE CENTER
September 7, 2022	UNITED AIRLINES	NACAC flight - Alex Landaverde	P MAGEE	K ELLIS	\$ 272.20	ASB	COLLEGE CENTER
September 7, 2022	ARES HOTEL	NACAC conference hotel stay for college center team	P MAGEE	K ELLIS	\$ 1,478.75	ASB	COLLEGE CENTER
September 8, 2022	PALISADES GARDEN CAFÉ	Catering for Board Retreat (Chartwells could not provide service)	P MAGEE	K COX	\$ 239.57	GENERAL	PD
September 21, 2022	NCTM	National Council of Teachers of Mathematics - 2-day conference	P MAGEE	S MATTHEWS	\$ 439.00	GENERAL	PD
September 23, 2022	NCTM	National Council of Teachers of Mathematics - 2-day conference	P MAGEE	D HATAISHI	\$ 459.00	GENERAL	PD
September 23, 2022	VISTA PRINT	Business cards for K Ellis	P MAGEE	K ELLIS	\$ 73.36	GENERAL	IMA

GRAND TOTAL \$ 8,038.94



PALISADES
CHARTER HIGH SCHOOL

PARENTSQUARE PILOT

Contract terms attached



Pilot - Palisades Charter High District

Quote created: November 18, 2022 Reference: 20221118-143351989

**Palisades Charter High
District**

15777 Bowdoin St
Pacific Palisades, CA 90272
United States

Juan Herrera

CFO
jherrera@palihigh.org

Comments

Pricing Term Start Date: January 1, 2023
Pricing Term End Date: March 31, 2026

Linn Sillers - Co-Founder/ Sales Director ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
--------------------	--------------------------	------------------	----------	---------------	-------

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
District Onboarding (under 4.9K) • Coordination between ParentSquare Implementation Team and Points of Contact • Creation & configuration of the ParentSquare site • Data migration and review of Staff, Student, Parent and Roster data • Digital training opportunities including recurring webinars, digital training modules, and videos • Access to “Resource Kit” and Best Practice materials to support Launch • Ongoing help and support for Admins via email, chat, and voice	January 1, 2023		1	\$1,500.00	\$1,500.00

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium - Pilot <ul style="list-style-type: none">• Urgent Alerts• Personalized Auto Notices• Secure Documents• Social Media & Website Share• Attendance Notifications• Posts & Newsletters• Classroom Communications• Direct Messaging• StudentSquare• Appointments• Volunteering & Sign Ups• Volunteer Hours• Directory• Forms & Permission Slips• Calendar & Event RSVPs• Health Screening• Invoices & Payments• Polls & Surveys• Community Groups• Fundraising• Resource Hub• SIS Integrations w/ SSO• Analytics & Reporting• Archiving• Mobile App & Web Portal• Language Translation	January 1, 2023		1	\$0.00	\$0.00

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium	April 1, 2023	36	3000	\$5.00 / year	\$15,000.00
<ul style="list-style-type: none">• Urgent Alerts• Personalized Auto Notices• Secure Documents• Social Media & Website Share• Attendance Notifications• Posts & Newsletters• Classroom Communications• Direct Messaging• StudentSquare• Appointments• Volunteering & Sign Ups• Volunteer Hours• Directory• Forms & Permission Slips• Calendar & Event RSVPs• Health Screening• Invoices & Payments• Polls & Surveys• Community Groups• Fundraising• Resource Hub• SIS Integrations w/ SSO• Analytics & Reporting• Archiving• Mobile App & Web Portal• Language Translation					/ year for 3 years
Annual subtotal					\$15,000.00
One-time subtotal					\$1,500.00
Total					\$16,500.00



PALISADES
CHARTER HIGH SCHOOL

NFHS NETWORK ATHLETIC BROADCASTING

Contract terms attached

“One-Time Fee” Agreement (Install Included)

School: Palisades Charter High School
Address: 15777 Bowdoin St
City, State, Zip: Pacific Palisades California 90272
County:

Effective Date: _____

This One-Time Fee Agreement (our “Agreement”) will serve as confirmation of the involvement of Palisades Charter 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, 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 zero dollars **(\$0.00) (“One-Time Fee”), PlayOn will provide School with access to** ^{three} (3) **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. Cat6 ethernet cables to connect workstation to camera head and provide camera power ⁽¹⁾
- d. Pixellot automated production software for all supported sports; new sports are 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, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)
- i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information

Pricing for the Agreement†:

Description	Price
One-time Fee	\$0.00
Extra Accessories (if applicable)	-
TOTAL DUE	\$0.00

PlayOn provides the following additional software and services:

- a. A branded School video portal on www.nfhsnetwork.com
- b. PlayOn proprietary software (*NFHS Network Console*) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
- 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, account management, training, software updates, software support, and software licenses.

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 also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn’s activities; provided that School may allow student-led groups to live broadcast regular season sports events (“School Co-Broadcasts”) as part of a broadcast media curriculum program and other types of terrestrial radio, internet audio, or existing video broadcasts in place as of the Effective Date. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

Television Broadcasts. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems 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; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

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 Ownership, License, Syndication and Approvals. School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the 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 Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes 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. 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, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all 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 sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. 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-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. 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 the then-current *NFHS Network Commercial Materials Guidelines* (the "Guidelines"), a current copy of which is attached as **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

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 (and shall have no liability for) any third-party relationships School enters into.

Data Privacy. School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Consent to Receive Electronic Communications. During the Term, PlayOn will send updates and alerts related to the Pixellot Systems via SMS text message (the “Notifications”) to the individuals listed on the Primary Contact Information chart attached hereto and any other employee or agent of School that School elects to receive the Notifications (together, the “Notification Contacts”). School hereby represents and warrants to PlayOn that the School and each Notification Contact (i) has read PlayOn’s privacy policy (found at <https://www.nfhsnetwork.com/privacypolicy>) and understands the privacy policy, the types of information being collected and PlayOn’s use of the information being collected and (ii) expressly consents to receive the Notifications.

Terms and Conditions

1. **Term of Contract.** This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the “Initial Term”) unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee (“Early Termination Fee”) to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the “Term”). 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 this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn’s delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.
3. **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. PlayOn will provide the point-to-point wireless internet base station (“Point to Point”) when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
4. **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). 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 Systems include 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 the School’s request.
5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed (“Site Information”). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work (“PlayOn Installation”). Additional details about the PlayOn Installation are provided in **Exhibit C** of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

7. **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. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
8. **Revenue Sharing.** School will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes 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" 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 the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. Starting in Year 1, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

9. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn 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 31st, January 31st, April 30th, and July 31st. 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 Revenue Share proceeds within a school year to receive a check.
10. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
11. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
12. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. 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.

If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.
13. **Marketing.** School agrees that PlayOn may market School's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
14. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
15. **Indemnification for IP Infringement.** PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.
16. **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. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

17. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
18. **Assignment.** This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
19. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
20. **E-Verify.** PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
21. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
22. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
23. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
25. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]



Complete the information below and fax entire document to 404.920.3199

Signed:

Date: _____

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: _____

Phone Number: _____

Facilities Contact: _____

Email: _____

Phone Number: _____

Subscription Revenue Check Made Out to: _____

PIXELLOT VENUE INFORMATION

Package Shipping Address:

☐ School Address

OR

☐ Different Address (write below)

Palisades Charter High School

15777 Bowdoin St

Pacific Palisades California 90272

Does your school have a lift that the NFHS Network installer can use for installation?

YES

☐

NO

☐

Please fill out the information below for ALL venues where a Pixelot System will be installed.

	Type of venue (select from drop-down)	Name of venue (e.g. Aux Gym, Soccer Field)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Gym		Indoor	Select...	
2	Field		Outdoor	Select...	Select...
3	Pool		Indoor	Select...	
4					
5					
6					

[Agreement Continues on Next Page]

PIX-SUB-OTF-INST



TEAM-TO-VENUE MAPPING

Are your regular season athletic schedules available through one or more of these partners? Check all that apply:

Arbiter <input type="checkbox"/>	Dragonfly <input type="checkbox"/>	rSchoolToday <input type="checkbox"/>	Maxpreps <input type="checkbox"/>
Home Campus <input type="checkbox"/>	Rank One <input type="checkbox"/>	None of the above <input type="checkbox"/>	Other <input type="checkbox"/>

I have read the above and checked all boxes that apply ☐

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

School agrees that the team-to-venue mapping information provided above is accurate to the best of School’s knowledge: YES ☐

EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

For the most up-to-date Pixellot streaming requirements, go to support.nfhsnetwork.com and search for "Pixellot Streaming Requirements."

We **highly recommend** adding the VPU (Pixellot computer) to a separate **VLAN or a DMZ** and assigning a static IP address.

VPU's use Google Public DNS 8.8.8.8 as the preferred server. Please use your internal DNS as the alternate. We also ask that Gateway SSL Decryption is bypassed and any Internet Sleep Schedules are disabled.

No inbound firewall rules are required as all connections are outbound. Inbound traffic will still be present, but only after an outbound connection is established. No services will ever connect directly to the host. To publish video and manage the server, **the following ports must be open for outbound connections to all IPs:**

Port #	Protocol	Purpose	Application
443*	TCP required UDP optional	Remote Management/video streaming	https, agent
123*	TCP	Clock synchronization	NTP-clock sync
2088*	UDP	Video streaming backup	ZIXI broadcaster
5672*	TCP+UDP	Graphics, Watermarks, etc.	Scoreboard Graphics Generation
5678*	TCP+UDP	Backend Zixi broadcasts	ZIXI broadcaster

The following ports are **NOT** required to broadcast, but are **highly recommended** for keeping Sportzcast (scoreboard integration device) software up to date:

1402	TCP	Sportzcast cloud connect
1403	TCP	Sportzcast remote support
1935	TCP	Remote Graphics support

In addition, please **whitelist the REQUIRED domains** in any active content filters below:

- *.nfhsnetwork.com - Communication to scheduling services
- *.pixellot.stream - Communication to streaming services
- *.pixellot.tv - Communication to streaming services
- *.video.google.com - Streaming configuration
- *.geotrust.com - Certificate verification
- *.logmein.com - Remote control for troubleshooting
- *.cloudfront.net - Access to application updates
- *.sportzcast.net - Scoreboard control
- *.app.singular.live - Scoreboard graphics

Network Speed Requirements

We recommend an upload speed of at least 10 Mbps. As a reminder, the Pixellot system must be plugged into a ethernet port (not wi-fi or cellular data). For more information about establishing a stable internet connection, please click [here](#).

General Guidelines

- **DO NOT** add any additional user accounts or change any user account settings
 - DO NOT change the password
 - DO NOT add the user to the school's domain
 - *Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting*
 - *DO NOT add the computer to the school domain*
- **DO NOT** change firewall settings (or add additional firewall/antivirus software)
 - *Antivirus software consumes CPU resources and can disrupt network traffic*
- **DO NOT** make the computer inaccessible
 - *Make sure you can access the machine if necessary*
- **DO NOT** leave a monitor, keyboard, mouse, or any other external device plugged in
 - *Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting*
- **DO NOT** use the computer for anything unless specifically directed by NFHS Network Support

Video Stream/Data Transmission

1. All video data is transferred from Pixellot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.

EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

Hardware	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none"> • Camera Head • Computer • Scoring Device (either Sportzcast or OCR Camera) • P2P System (if necessary) • Standard installation/ mounting accessories <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
Conduit	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none"> ▪ Gym ceiling infrastructure ▪ Above drop ceilings ▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.) <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
Lifts	<p>If School does <i>not</i> have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
Cabling	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
Miscellaneous	<p>NFHS Network will <i>NOT</i> perform the following:</p> <ul style="list-style-type: none"> • Roof penetrations • Run cable through plenum spaces • Install a backboard for the Computer cabinet • Install power outlets • Install internet jacks • Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)

I agree that I have read and understand the information outlined above: _____