Maryville City Schools 833 Lawrence Avenue Maryville, TN 37803

BOARD OF EDUCATION REGULAR MEETING

I. CALL TO ORDER MOMENT OF SILENCE PLEDGE OF ALLEGIANCE II. UPDATE FROM MARYVILLE ACADEMY 5:30 PM, February 10, 2020 Maryville Academy

CHAIRMAN BLACK

PLEDGE OF ALLEGIANCEJordan Crawford, 12th gradeUPDATE FROM MARYVILLE ACADEMY-Linda Radcliffe, Administrator

III. ADOPT AGENDA

IV. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

V. CONSENT AGENDA ITEMS

- 1. Approve Minutes of January 13, 2020, meeting (Attachment)
- Ratify Executive Committee approval of PowerSchool Unified Administration Enrollment with additional language – Funding Source: Instructional Supplies and Equipment -\$12,319.60 (Attachment A1)
- 3. Approve Montgomery Ridge Intermediate School 6th and 7th Rangers to Washington DC (Attachment A2)
- Approve proposal from Migrate Destiny database for 7 licenses to Destiny Cloud. Funding Source: General Purpose Technology Software - \$12,034.41 (Attachment A3)

VI. AGENDA ITEMS

- 1. Consider purchase of video equipment for the MJHS gym from Central Technologies – Funding Source: Instructional Equipment - \$52,541.00. (Attachment B1)
- 2. Consider purchase of softball scoreboard from Major Display, Inc. Funding Source: MHS Athletics - \$16,710.00. (Attachment B2)
- 3. Consider changes to the MCS Retirement Health Care Plan. (Attachment B3)
- 4. Consider agreement to join the NFHS Network School Broadcast Program (Attachment B4)

VII. REPORTS FROM DIRECTOR OF SCHOOLS

VIII. RECOGNITION OF STAFF AND STUDENTS

IX. COMMENTS FROM BOARD MEMBERS

X. ADJOURN

Upcoming meeting dates:

March 9, 2020 – 5:30 pm, Coulter Grove Intermediate School April 13, 2020 – 5:30 pm, Maryville Junior High School



MARYVILLE CITY SCHOOLS

Mike Winstead Director of Schools 833 Lawrence Avenue Maryville, Tennessee 37803

January 14, 2020 Maryville City School Board Executive Committee Meeting

Approve – PowerSchool Unified Administration Enrollment Registration with additional language – Funding Source: Instructional Supplies and Equipment - \$12,319.60

APPROVED:

Director of Schools	nto Winster	Date	01/14/2020
Chairman, Board of Education _	AiBL	_Date	01/14/2020

~



Invoice

Date	01/13/2020
Invoice#	INV208434
Terms	Net 30
Due Date	02/12/2020
EIN#	47-4429364
Customer ID	10003000

Bill To Rick Wilson Maryville City Schools School District 833 Lawrence Avenue Maryville TN 37803 United States Ship To Rick Wilson Maryville City Schools School District 833 Lawrence Avenue Maryville Tennessee 37803 United States

PO# Executable Q-293484	Quote# Q-293484		Sales/Renew Chad Stur		
Product Description	Qty	Unit	Тах	Unit Price	Extended Price
SW-PU-S-IPR: Unified Administration Enrollment Registration Invoice Period: 02/04/2020 - 02/03/2021	5,376	Students	0%	2.10	\$11,289.60
SW-IS-S-ISLAN: Unified Admin Enrollment Additional Language Invoice Period: 02/04/2020 - 02/03/2021	1	Each	0%	1030.00	\$1,030.00

Sub	total	Tax Total	Total (USD)
	\$12,319.60	\$0.00	\$12,319.60
			Amt. Due (USD)
			\$12,319.60

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/acct_1DJqOtAVmQmJDIDk/custinvc/4961402?email=false

Jub winder

Thank you for your business

Remit by Check (US Mail Only): Remit by Check (Courier): Remit by Wire or ACH: **Customer Service:** Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ar@powerschool.com PowerSchool Group LLC Wells Fargo Lockbox Services 888-265-7641 (Toll-Free) PO Box 398408 Dept #38408 3440 Walnut Ave, Bldg A, Window H ABA Routing No: 121000248 916-357-9934 (Fax) San Francisco, CA 94139-840 Account No: 4633847017 SWIFT: WFBIUS6S Fremont, CA 94538 (Include invoice number in transmission)

This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually), or, if a lower maximum rate is established by law, then such lower maximum rate.

FIELD TRIP REQUEST FORM

CUT & RETURN TOP PORTION TO OFFICE FOR APPROVAL

COMPLETE BOTTOM HALF & RETURN TO BOOKKEEPER - AFTER TRIP

Grade:	Team:	
Teacher Coordinator	·	
Field Trip Destination):	
Final Count of Stude	nts Paying:	
Final Count of Stude	nts Waived:	
Final Count of Adults	Paying:	
Signature of Person	Verifying:	

FOR BOOKKEEPER TO COMPLETE:

Amount Donated: _____

Total Paid by Students: _____

Total Paid by Adults: _____



Proposal

Maryville City School District Quote # 1080922-2 Customer # 4148082 October 15, 2019

These prices are valid until December 20, 2019, after which they are subject to change by Follett.

Summary of Software and Services: Year 1 Costs	Pricing
Price	\$12,034.41
Destiny Cloud	
MIGRATE EXISTING DATABASE(S) TO DESTINY CLOUD	
 Migration of one (1) Destiny database(s) for seven (7) license(s) of Library Manager to Destiny Cloud. 	
 Migration of one (1) Destiny database(s) for eight (8) license(s) of Resource Manager to Destiny Cloud. 	
Migration to Destiny Cloud includes:	
 Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Destiny Cloud servers. 	
 Implementation: migration of the Destiny database from customer-hosted servers to Destiny Cloud servers. 	
• Technical Training: brief technical training on Destiny Cloud.	
 Server maintenance and support 	
Additional information regarding the migration service, and additional terms associated with Destiny Cloud, are contained in this document.	
Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.	

A3-1

DESTINY CLOUD YEAR ONE

- Destiny[®] Library Manager hosted in Destiny Cloud for year one for seven (7) location(s)
 - o Alliance Plus
 - o Destiny Discover
 - Collections
 - o One Search
 - o TitlePeek
 - o Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- Destiny[®] Resource Manager hosted in Destiny Cloud for year one for eight (8) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non text or library) management.
- Server maintenance and support

It is the customer's responsibility to provide written verification of Destiny Cloud Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

In the event you are migrating to Destiny Cloud in the middle of a service term, you will receive a credit for the pro rata portion of the annual Destiny Support fee paid following the date of the District's acceptance of the migration services to the Destiny Cloud environment. At the time of migration your Destiny support must be current, additional fees will apply if support is expired. If your Destiny support expires during the migration process you will be subject to additional charges to cover the support for your locally hosted Destiny until the migration is complete.





Central Technologies, Inc. P.O. BOX 30867 Knoxville, TN 37930 Phone: (865) 566-0230 | Fax: (865) 312-8190 1/28/2020Quote #:38550Page:1

Quoted To: Maryville City Schools 833 Lawrence Avenue Maryville, TN 37803

Phone: 865-982-7121

Cust PO:	Terms: Due On Receipt	Salesperson: J	IMA	
Reference: JuniorHigh		Valid Through:		
Stock Code	Description	Quantity	Price	Extended
.1PROJECT	Two 247" Diagonal Screens, Laser Projectors with Installation	1.00	52,541.00	52,541.00
		1.00	0.00	0.00
PRODAL37029L	Da-Lite 37029L Large Advantage Electrol Motorized Tentioned Projection Screen 121 x 216", 120V, 60Hz	2.00	0.00	0.00
PRODAL40962	Da-Lite Locking Switch Plate Cover	2.00	0.00	0.00
PRODAL98662	Da-Lite RF Remote for Screens 98662	2.00	0.00	0.00
PROCHICMA360	Chief Mfg. CMA-360 I-Beam Adapter CMA-360	2.00	0.00	0.00
PROCHIPG4A	Chief Large Venue Projector Security Cage - Black	2.00	0.00	0.00
PROCHIVCMU	CHIEF VCM SERIES HEAVY DUTY UNIVERSAL PROJECTOR MOUNT VCMU - MOUNTING COMPONENT VCMU	2.00	0.00	0.00
PROCHICMS012018	Chief Mfg. 12-18" Adjustable Extension Column CMS012018	2.00	0.00	0.00
PROCHICMS0203	Chief Mfg. 24 to 36 Inch Speed-Connect Adjustable Extension Colum - Black CMS0203	in 2.00	0.00	0.00
PROEPSV11HA16020	Epson L1490U LCD Projector - 16:10 - White - 1920 x 1200 - Front, Rear, Ceiling - 1080p - 20000 Hour Normal ModeWUXGA - 2,500,000: 9000 Im - HDMI - DVI - USB 2500000 1 HDMI	2.00	0.00	0.00
ULTRABLOK428	Tripp Lite Isobar Ultra 2 Outlet 1410J ULTRABLOK428	2.00	0.00	0.00
CABCAB40946	Cables To Go 100ft Velocity; 3.5mm M/F Extension Stereo Audio Cab 40946	ole 2.00	0.00	0.00
CABCOM35930	Comtran CAT6 Shielded 1000' cable	0.50	0.00	0.00
CABCAB60144	C2G HDMI, VGA + 3.5mm Pass Through Single Gang Wall Plate - Aluminum	2.00	0.00	0.00
CABHELTSRFW-JB3	Single Gang Junction Box 2.77" Deep PVC - Office White	2.00	0.00	0.00
CABHELTSRP3FW8A	Raceway 1-3/4" Wide With Adhesive (Sold by the foot in 8 foot strips Office White - TSRP3FW-8A)- 16.00	0.00	0.00
CABTRIBHDBT-T-SI-4X4	Tripp Lite HDBaseT HDMI Over Cat5e Cat6 Cat6a Extender Tranceive Matrix Switch Extender BHDBT-T-SI-4X4	er 1.00	0.00	0.00
CABTRIBHDBT-R-SI-ER	ripp Lite HDBaseT HDMI Over Cat5e Cat6 Cat6a Extender Receiver, Serial and IR Control 4K x 2K 150m 500ft - 1 Output Device - 500 ft Range - 1 x Network (RJ-45) - 1 x HDMI Out - Serial Port - 4K - 3840 x 2160 - Twisted Pair - Category 6a - BHDBT-R-SI-	2.00	0.00	0.00
CABCAB40938	Cables To Go 100ft Velocityandtrade; 3.5mm M/M Stereo Audio Cabl 40938	e 2.00	0.00	0.00
NETTRISRW6UWG	Tripp Lite SRW6UW Wall mount Rack Enclosure Server Cabinet 19" 6U White	1.00	0.00	0.00
CABEMT24847	1" EMT Thinwall Conduit - 10ft 24847	10.00	0.00	0.00
LIFTRENTAL-DAILY	LIFT RENTAL Daily	4.00	0.00	0.00
LABOR-CK02	Installation	160.00	0.00	0.00

IMPORTANT NOTES:

Junior High School



Central Technologies, Inc. P.O. BOX 30867 Knoxville, TN 37930 Phone: (865) 566-0230 | Fax: (865) 312-8190 1/28/2020Quote #:38550Page:2

Quoted To: Maryville City Schools 833 Lawrence Avenue Maryville, TN 37803

Phone: 865-982-7121					
Cust PO:		Terms: Due On Receipt	Salesperson: JM	A	
Reference: JuniorHigh		Ship Via:Best Way	Valid Through: 4	/27/2020	
Stock Code	Description		Quantity	Price	Extended

SubTotal:	52.541.00

Total:	52,541.00
Shipping:	0.00
Tax:	0.00

Major Display, Inc. 131 Franklin Plaza #114 Franklin, NC 28734 sales@majordisplay.com B2-1



ESTIMATE # 1948

DATE 12/04/2019

Estimate

ADDRESS

Maryville High School
825 Lawrence Ave
Maryville, TN 37803

SHIP TO Maryville High School 825 Lawrence Ave Maryville, TN 37803

TRACKING NO.

101

SALES REPRESENTATIVE

Glen Whittaker

ACTIVITY	QTY	RATE	AMOUNT
Scoreboard:BS-14122 G BS-14122-G Baseball/Softball Scoreboard 6' x 14' x 6" Cabinet, all aluminum construction, Standard Powder coat finish, 14" Bold LED Digits, HOME & GUEST Inning by Inning to 7, BALL, STRIKE, OUT to 9, RUNS to 99	1	8,460.00	8,460.00
Controller:SCB3000 Android Tablet with SCB3000 App License loaded paired and tested with 4 addition downloads for customers devices	1	600.00	600.00
Scoreboard Accessories:Header 18' 18' wide custom architectural aluminum header with custom powder coated finish CNC dimensional logos and letters and high performance outdoor full color printed graphics. Artwork Requirements: Based on provision by customer for logo and advertising, if vector artwork is not supplied, an art charge will be applied for the building of vectored artwork of \$150 per piece (logo and/or advertising.)	1	2,160.00	2,160.00
Scoreboard Accessories:2'x14' Advertising Panel BOTTOM 2' x 14' x 6" structured aluminum advertising panel with full color printed outdoor Matte Laminated vinyl graphics. (From customer supplied print ready artwork. Artwork Requirements: Based on provision by customer for logo and advertising, if vector artwork is not supplied, an art charge will be applied for the building of vectored artwork of \$150 per piece (logo and/or advertising.)	1	980.00	980.00
Scoreboard Accessories:2'x10' Advertising Panel SIDE 2' x 8' x 6" structured aluminum advertising panel with full color printed outdoor Matte Laminated vinyl graphics. (From customer supplied print ready artwork. Artwork Requirements: Based on provision by customer for logo and advertising, if vector artwork is not supplied, an art charge will be applied for the building of vectored artwork of \$150 per piece (logo and/or advertising.)	2	700.00	1,400.00

ACTIVITY	QTY	RATE	AMOUNT
Scoreboard:Pennant Flags Rigid weathervane pennant flag	4	240.00	960.00
Shipping:Shipping Major Display Shipping/Freight by Major Display Transport	1	150.00	150.00
Services:Installation Removal of existing scoreboard and installation of new scoreboard on existing structure. includes men and equipn	1 nent.	2,000.00	2,000.00
Ask us about our EASY EQUIPMENT FINANCING low interest 5 year term lease options.	TOTAL		\$16,710.00

Accepted By

Accepted Date

MARYVILLE CITY SCHOOLS

RETIREMENT

HEALTH CARE PLAN



Effective July 1, 2021 Revised February 2020

SUMMARY OF PROVISIONS

The following is a description of the terms and conditions of the district's Retirement Health Care Plan.

What is THE retirement Health Care Plan for maryville city schools?

The Retirement Health Care Plan permits eligible retirees to continue medical and prescription drug benefits after the date of retirement. Dental benefits and life insurance coverage are not provided under this plan.

What are the medical and prescription drug benefits provided under the Retirement Health Care Plan?

The benefits provided under the retirement health care plan are identical to the medical and prescription drug benefits provided to active employees under the Maryville City Schools Medical Plan. Please refer to the most recent Summary Plan Description for the Maryville City Schools Employee Health Plan if you have questions concerning your retirement health care and prescription drug benefits.

Who is eligible to participate in the Retirement Health Care Plan?

PLANI

You are eligible for Retirement Health Care Plan I if you satisfy all of the following conditions:

- You were hired prior to July 1, 2009.
- You meet the minimum eligibility requirements for an unreduced retirement through the Tennessee Consolidated Retirement System (TCRS)1, make application and retire pursuant to TCRS. Legacy TCRS vested members are eligible for an unreduced monthly retirement benefit at age 60 or with 30 years of creditable service under TCRS. Hybrid TCRS members are eligible for an unreduced monthly retirement benefit at age 65 or meet the "Rule of 90" (creditable years of service under TCRS + age = 90 or greater).

You meet the eligibility requirements for, make application and retire pursuant to the provisions of the Tennessee Consolidated Retirement System (TCRS) with 30 years of service or having attained age 60 and are vested in TCRS, and

- You have at least 10 years of credited service with Maryville City Schools on your date of retirement.
- You have been covered for medical benefits under the active employee medical plan for the two-year period immediately preceding the date you retire.

PLANII

You are eligible for Retirement Health Care Plan II if you satisfy all of the following conditions:

- You were hired on or after July 1, 2009.
- You meet the minimum eligibility requirements for an unreduced retirement through the Tennessee Consolidated Retirement System (TCRS), make application and retire pursuant to TCRS. Legacy TCRS vested members are eligible for an unreduced monthly retirement benefit at age 60 or with 30 years of creditable service under TCRS. Hybrid TCRS members are eligible for an unreduced monthly retirement benefit at age 65 or meet the "Rule of 90" (creditable years of service under TCRS + age = 90 or greater).

You meet the eligibility requirements for, make application and retire pursuant to the provisions of the Tennessee Consolidated Retirement System (TCRS) with 30 years of service or having attained age 60 and are vested in TCRS, and

- You have at least 10 years of credited service with Maryville City Schools on your date of retirement.
- You have been covered for medical benefits under the active employee medical plan for the two-year period immediately preceding the date you retire.

Is my spouse eligible for coverage under the Retirement Health Care Plan?

Yes, if you *meet the eligibility requirements* are eligible for coverage under the Retirement Health Care Plan, then your spouse is also eligible but only if your spouse was covered under the active employee medical plan for the two-year period immediately preceding the date you retire. All coverage under the retirement health care plan will be secondary to any other coverage, group or group sponsored plan, in which your spouse is enrolled.

If you marry after you retire, your spouse will not be eligible for coverage under the Retirement Health Care Plan.

ARE MY DEPENDENT CHILDREN ELIGIBLE FOR COVERAGE UNDER THE RETIREMENT HEALTH CARE PLAN?

 \mathbf{Y} es, a dependent child may be covered up to age 26, if the child was covered under the active employee medical plan for the two-year period immediately preceding the date you retire. See the health insurance plan document for a full definition of a dependent.

IF MY DEATH OCCURS WHILE RETIRED, ARE MY SPOUSE AND DEPENDENT CHILDREN ELIGIBLE TO CONTINUE COVERAGE UNDER THE RETIREMENT HEALTH CARE PLAN?

If your spouse is enrolled for coverage under the Retirement Health Care Plan at your date of death, your spouse's coverage may continue for up to 36 months under COBRA, subject to the continued payment of the spouse's cost share based on the current COBRA rate. Eligibility in such case would be limited to the lesser of 36 months or when the spouse reaches the age of Medicare eligibility.

Under these same circumstances, coverage for dependent children would continue for the lesser of up to 36 months under COBRA or up to age 26, subject to the continued payment of their cost share.

In the event of your death after your retirement, any coverage for your surviving spouse and dependent children will end if your surviving spouse remarries; the coverage will end at the date of such remarriage.

WHEN DOES MY COVERAGE END?

PLAN I AND PLAN II

Your coverage will end on the earlier of the following dates:

- The date that you reach the age for Medicare eligibility, or
- The last date for which you pay your share of the cost of your coverage, or
- The date you voluntarily withdraw, or
- The date you acquire health care coverage through other employment during the period of retirement health coverage.

WHEN DOES MY SPOUSE'S AND DEPENDENT CHILDREN'S COVERAGE END?

PLAN I AND PLAN II

Your spouse's coverage will end on the earlier of the following dates:

- The date the retired employee's spouse reaches the age for Medicare eligibility, or
- The date your spouse has been enrolled in the retirement health care plan for a maximum 10-year period unless the retired employee is still under the eligible age for Medicare, in which case the spouse will be covered until the retired employee reaches the age for Medicare eligibility.
- The last date for which you pay your share of the cost of spousal coverage, or

- The date you voluntarily withdraw, or
- In the event of divorce, coverage ends immediately.

 \mathbf{Y} our dependent child's coverage will end on the earlier of the following dates:

- The date the retired employee reaches the age for Medicare eligibility, or
- The date the child ceases to be dependent, as defined in the plan, or
- The date the dependent child reaches age 26, or
- The last date for which you pay your share of the cost of the dependent child's coverage.

See the related coverage termination information for your spouse and dependent children in the event of your death or divorce after retirement.

WILL MY COVERAGE END IF I BECOME DISABLED?

In the event a person participating in this program becomes disabled as established by the Social Security Administration, the health insurance benefits provided under this program will be reduced to secondary coverage after acceptance into the Medicare program. Coverage will end as outlined under the "When Does My Coverage End?" sections above.

What is the cost to the Retiree to participate in the Retirement Health Care Plan?

PLAN I

- Any applicant who has met the eligibility requirements will have one year of coverage paid by Maryville City Schools for each three years of service to Maryville City Schools.
- This benefit must be taken prior to Medicare.
- Your premium must be received by the school district on or before the tenth day of each calendar month. Your monthly premium covers you for the current month. For example, the premium due for November 10 pays for your coverage for November 1 30.
- If the benefit does not cover the entire period for retirement up to the age for Medicare eligibility, then the benefit will be prorated to that age and will be individually calculated and based on the current COBRA rate for individual coverage.
- The retired employee will pay the same premium as active employees for single coverage. The premium for one dependent is 50% of the current COBRA rate for individual coverage. Each additional dependent is 10% of the current COBRA rate for individual coverage.
- The premium for dependents remaining after the retired employee reaches the age for Medicare eligibility will be 100% of the current COBRA rate.

PLAN II

- Any applicant who has met the eligibility requirements will have one year of coverage costs paid by Maryville City Schools for each five years of service to Maryville City Schools.
- This benefit must be taken prior to Medicare.
- Your premium must be received by the school district on or before the tenth day of each calendar month. Your monthly premium covers you for the current month. For example, the premium due for November 10 pays for your coverage for November 1 30.
- If the benefit does not cover the entire period for retirement up to the age for Medicare eligibility, then the benefit will be prorated to that age and will be individually calculated and based on the current COBRA rate for individual coverage.
- The retired employee will pay the same premium as active employees for single coverage. The premium for one dependent is 50% of the current COBRA rate for individual coverage. Each additional dependent is 10% of the current COBRA rate for individual coverage.
- The premium for dependents remaining after the retired employee reaches the age for Medicare eligibility will be 100% of the current COBRA rate.

Are deductibles and out-of-pocket expenses the same as those paid by active employees?

 \mathbf{Y} es, deductible and out-of-pocket expenses are the same as those for the active employee medical plan.

IF MY SPOUSE AND I DIVORCE AFTER MY RETIREMENT, CAN COVERAGE UNDER THIS PLAN BE CONTINUED FOR MY FORMER SPOUSE AND DEPENDENT CHILDREN?

If your spouse is enrolled for coverage under the Retirement Health Care Plan at your date of divorce, your spouse's coverage will terminate immediately. Your spouse would be eligible for COBRA continuation coverage for 36 months.

Under these same circumstances, coverage for dependent children would continue up to age 26, subject to the continued payment of their cost share.

WHAT ARE THE ENROLLMENT PROCEDURES?

Any person employed by the Maryville City Board of Education desiring to apply for benefits pursuant to the Program, shall complete an Enrollment Application on forms provided by the school system. In order to prevent a lapse in insurance coverage, applications must be submitted to the Director of Schools sixty days prior to the date of retirement.

CAN I DEFER PARTICIPATION IN THE PLAN?

 \mathbf{Y} es, at the time of retirement, you can elect to defer coverage to a later date. The election must be made at the time of retirement, is a one-time election and a date of return must be designated. The date of return back onto the plan can be changed to an earlier or later date if special circumstances were to arise. It is the retired employee's responsibility to contact the district to re-establish coverage.

CAN MARYVILLE CITY SCHOOLS TERMINATE OR AMEND THIS PLAN AT ANY TIME?

Although the Maryville City Board of Education expects to continue the Retirement Health Care Plan indefinitely, the Board of Education reserves the right to amend, modify or terminate this plan at any time, provided however no modification, termination or amendment shall alter, modify or terminate any benefit then being received by any Plan participant. Changes to this plan must be approved by the Maryville City Board of Education no later than December 31st. for the changes to take effect on July 1 of the following year.

WHO DO I CONTACT IF I HAVE ANY QUESTIONS?

You may contact the Human Resources Department at Maryville City Schools at (865) 982-7121.

"No Cost" Pixellot Use Agreement (Install Included)

Maryville High School 825 Lawrence Avenue Maryville, TN 37803

This No Cost Agreement (our "Agreement") will serve as confirmation of the involvement of **Maryville 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.

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. 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, if needed
- 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)
- i. Installation of the Pixellot Systems will be provided by PlayOn.*

Pricing for the Agreement⁺:

Description	Price
Extra Accessories (if applicable)	N/A
Total Due	\$0

*See Installation of Pixellot Systems in Terms and Conditions for additional information on Installation

PlayOn provides the following software and services*:

- a. A branded School video portal on <u>www.nfhsnetwork.com</u> 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 or broadcast team on the NFHS Network any regular season event that is broadcast on linear television by a third party.

<u>Postseason Event Broadcasts</u>. 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, except for events which will be broadcasted by the school's broadcast team. 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; provided the School is in a state where the State Association is an NFHS Network partner.

Where will each Pixellot System be installed?

	Type of venue (select from drop-down):	Name of venue (e.g. Aux Gym, Soccer Field):
1		
2		
3		
4		

Effective Date: 2/4/2020



<u>Practices</u>. 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.

<u>Content Syndication</u>. 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. 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.

<u>Consumer Subscription Platform.</u> 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 on demand event availability during the Term. PlayOn will notify school in writing of any such modifications.

<u>School-sold Sponsorships</u>. 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.

<u>Network Advertising</u>. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video midroll, 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**; 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 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 three (3) complete school years, with the first school year beginning on next August 1 that follows the Effective Date unless earlier terminated as provided herein.

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; 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.

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*). 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. PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). School agrees that all Internet Connectivity requirements have been met prior to the start of the installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the installations are taking place. PlayOn agrees that all personnel providing installation of the Pixellot Systems will meet School requirements for entry to school venues.

<u>Revenue Sharing/Administration of Funds.</u> Schools will receive 50% of the Net Revenue ("Revenue Share") generated by all Monthly subscription passes sold and attributed to School for viewers of School-produced content. "Net Revenue" means gross revenue received from customers 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 price point set by PlayOn ("Annual Base Price"). School will receive one hundred percent (100%) of the markup between the selling price and the Annual Base Price.

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 (i.e., not on the NFHS Network), 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 subscription proceeds within a school year to receive a check.

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, 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 subscription proceeds within a school year to receive a check.

Special Terms

Ownership and Return of the Pixellot Systems. PlayOn is providing the Pixellot Systems for School use during the term of this Agreement. It is not selling the Pixellot Systems to School. The Pixellot Systems 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.

<u>Maintenance of Units</u>. PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. 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 units during 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.

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.

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).

<u>Marketing.</u> 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.

<u>Confidentiality</u>. 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 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.

[Signatures on Next Page]



Complete the information below and fax entire document to 404.920.3199

Date: _____

Signed:	
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1 March	Notroey
	1 - Contraction of the contracti
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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:							-
Shipping Address for Pixell	ot Systems:	[] School Address	5 OF	· [] Different Address (v	vrite below)
Subscription Revenue Chee	ck Made Out to:						



EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

Whitelist all **outbound** HTTP/S traffic to **logmein.com**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port # 1935 443	Protocol TCP TCP+UDP	Purpose Video streaming Remote Management	Application RTMP https, agent
4444 123	TCP TCP+UDP	Performance Monitoring Clock synchronization	NTP-clock sync
80	ТСР	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077 2088	UDP	Video streaming	ZIXI broadcaster
53	TCP+UDP	DNS Name management	
1401 1402 1403	ТСР	Sportzcast (Score data integration tool)	

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains. Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.



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. <u>Advocacy Advertisements</u>. 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. <u>Contraceptive Advertisements</u>.
- 7. <u>Tattoo Parlor and Body Piercing Advertisements</u>.
- 8. <u>"NC-17" Rated Movie Advertisements</u>.
- 9. Adult Entertainment Advertisements.
- 10. <u>"R" Rated Movie Advertisements</u>.
- 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. <u>"High Risk" Health Offerings.</u>