REGULAR MEETING OF THE
EDUCATIONAL TELEVISION FOR THE CONEJO (ETC)

BOARD OF DIRECTORS

AGENDA
Tuesday, August 16, 2016
11:15 a.m. Open Session

MEETING LOCATION
Conejo Valley Unified School District
District Office North Building
   Conference Room A
   1400 E. Janss Road
   Thousand Oaks, CA 91362

BOARD OF DIRECTORS
Peggy Buckles, President
Ann Bonitatibus, Ed.D., Secretary
Victor Hayek, Ed.D., Treasurer
Sue Wells, Director
Denise Reader, Director

EXECUTIVE DIRECTOR
Terry McCallum, Executive Director

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HELPFUL INFORMATION

PERSONS WITH DISABILITIES REQUIRING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN AN EDUCATIONAL TELEVISION FOR THE CONEJO MEETING SHOULD CONTACT THE BUSINESS SERVICES OFFICE PRIOR TO THE MEETING - PHONE 805-497-9511, EXTENSION 206, OR EMAIL DMONTGOMERY@CONEOUSD.ORG

If you are on the agenda to present a report and need to use a computer and audio equipment, please contact the Business Services Office 24 hours prior to the meeting at 805-497-9511, extension 206, or email dmontgomery@conejousd.org.

If you wish to address the Educational Television for the Conejo Board of Directors, it is necessary to complete a speaker form (blue) and hand it to the recording secretary. If you would like to make comments about items not on the agenda, a speaker form should be completed and submitted prior to the Public Comments section of the agenda. If you wish to address an agenda item, please complete and submit your form prior to the Action section of the agenda. Pursuant to the Brown Act, the Committee cannot enter into a formal discussion nor can a decision be made in regard to public comments. The Committee may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda. Public comments will be limited to three minutes. On those occasions where there is an unusually large number of speaker cards, the Committee President may make the decision to decrease the time. Please present your comments in a factual, respectful, and dignified manner that models how we expect our children to participate in the democratic process.

If you wish to register your opinion on a topic but not speak, please fill out a public written statement form (yellow) and hand it to the recording secretary. Members of the Board of Directors will review these forms following the meeting.

Your input is greatly appreciated. The information on the speaker cards will assist the President in conducting the meeting and is needed for the official minutes. The information on the cards will become public record. Thank you for your cooperation and compliance with these guidelines. Please feel free to call the Business Services office if you have any questions (805-497-9511 x206).

AGENDAS ARE POSTED AT THE FOLLOWING LOCATIONS
CVUSD District Office, 1400 E. Janss Road, Thousand Oaks, CA
This serves as the main posting location pursuant to the Brown Act, Government Code §54954.2(a)

Additional Locations
Newbury Park High School, 456 Reino Road, Newbury Park, CA
 Thousand Oaks High School, 2323 Moorpark Road, Thousand Oaks, CA
 Westlake High School, 100 N. Lakeview Canyon Road, Westlake Village, CA
CVUSD Grounds and Mechanics Office, 750 Mitchell Road, Newbury Park, CA
District website: www.conejousd.org
SECTION A: AGENDA
EDUCATIONAL TELEVISION FOR THE CONEJO
BOARD OF DIRECTORS
TUESDAY, AUGUST 16, 2016

I. 11:15 A.M. REGULAR SESSION

Opening Provisions

A. Call the Meeting to Order and Roll Call

B. Pledge of Allegiance

C. Announcements and Procedures

D. Approval of the Agenda

E. Comments

1. Public
   Pursuant to the Brown Act, the Board members cannot enter into formal discussion with individuals making public comments to the Board. The Board members cannot take action on any issues raised during public comments that are not on the meeting agenda. Board members may respond to public comments during the Individual Board Members Comments section of the agenda (I.E.3).

2. President

3. Individual Board Members
   a. Introduction of Victor Hayek, Ed.D.

4. Treasurer’s Report

5. Executive Director

II. INFORMATION / DISCUSSION ITEMS

A. Terms of Office
   The Board shall discuss terms of its officers.

B. School Broadcast Program Contract with National Federation of State High School Associations (NFHS)
   The Board shall discuss a proposed contract with NFHS for live broadcast streaming services and delayed broadcasting services.
III. **ACTION ITEMS - GENERAL**
*(Each item requires a motion for approval)*

A. Approval of Minutes of Regular Meeting held June 21, 2016 (Section B of this packet)

B. Nomination and Election to fill Chief Financial Officer/Treasurer Vacancy
   *The Board will take nominations and elect a Chief Financial Officer/Treasurer to replace Dr. Jon Sand who resigned from the position in June 2016.*

C. ETC Meeting Schedule for 2016/2017
   *The Board will discuss ETC meeting times for 2016/2017.*

IV. **ADJOURNMENT**

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**NEXT MEETING**
Tuesday, October 18, 2016
Conference Room A

**AGENDAS ARE POSTED AT THE FOLLOWING LOCATIONS**
CVUSD District Office, 1400 E. Janss Road, Thousand Oaks, CA
CVUSD Website: www.conejousd.org
*This serves as the main posting sites pursuant to the Brown Act, Government Code §54954.2(a)*

Newbury Park High School, 456 Reino Road, Newbury Park, CA
Thousand Oaks High School, 2323 Moorpark Road, Thousand Oaks, CA
Westlake High School, 100 N. Lakeview Canyon Road, Westlake Village, CA
CVUSD Grounds and Mechanics Office, 750 Mitchell Road, Newbury Park, CA
SECTION B: MINUTES

Tentative Minutes of the June 21, 2016, Committee Meeting presented for action by the Committee on August 16, 2016 (Action Item II, A)
EDUCATIONAL TELEVISION FOR THE CONEJO, INC. (ETC)

BOARD OF DIRECTORS
June 21, 2016, 1:00 p.m.

Location: Conejo Valley Unified School District
1400 E. Janss Road, Thousand Oaks, CA 91362

MINUTES

OPENING PROVISIONS

A. Opening Provisions/Flag Salute
   Peggy Buckles, ETC President, called the meeting to order at 1:08 p.m. She conducted
   the Pledge of Allegiance and made procedural announcements.

B. Roll Call
   Mrs. Buckles called roll, as follows:

   Board of Directors
   Peggy Buckles, President, ETC Present
   Ann Bonitatibus, Ed.D, Secretary, ETC Present
   Jon Sand, Ed.D, Treasurer, ETC Present
   Sue Wells, Vice President, Conejo Schools Foundation Absent
   Denise Reader, Secretary, Conejo Schools Foundation Late Arrival

   Other Attendees
   Terry McCallum, Executive Director, ETC Absent

   Guests
   Cindy Goldberg, Executive Director, Conejo Schools Foundation Present

C. Public Comments
   (None)

D. President’s Comments
   (None)

E. Individual Board Members’ Comments
   (None)

F. Treasurer’s Report
   Dr. Sand, Treasurer, provided the following summary of the Wells Fargo Bank Account:
   $9,096.51 Balance reported at ETC Meeting on May 18, 2016
   (14.00) Wells Fargo Bank Fee as of May 31, 2016
   (712.01) Pay CVUSD for tax & nonprofit status documentation preparation
   $8,370.50 Remaining Balance June 21, 2016
In March 2016, ETC requested that the Franchise Tax Board (FTB) approve continued tax exempt status for ETC. In June 2016, additional clarification was mailed to FTB. We hope to receive approval of the tax exempt status from FTB by Fall 2016.

G. Executive Director’s Comments
Cindy Goldberg, Executive Director of Conejo Schools Foundation, shared that Terry McCallum is on extended leave due to illness. She stated that Terry plays a vital role in coordinating the educational television programming.

ACTION ITEMS
A. Approval of Minutes – May 18, 2016
Jon Sand moved to approve the Minutes as written, Ann Bonitatibus seconded the motion, and the motion carried 3-0 with Sue Wells absent and Denise Reader not present for the vote.

B. Approval of the School Broadcast Program Contract with National Federation of State High School Associations (NFHS)
The Board of Directors discussed a contract with NFHS for live broadcast streaming services and delayed broadcasting services. Jon Sand and Cindy Goldberg reported our District would be the only one that signed the agreement. Since Terry McCallum is currently ill and a substitute is not currently available, it is recommended to not approve the NFHS contract at this time.

Jon Sand moved to approve the contract with National Federation of State High School Associations (NFHS), Ann Bonitatibus seconded the motion, and the motion failed 0-4 with Sue Wells absent.

Ann Bonitatibus moved to defer approval of the contract with NFHS, Jon Sand seconded the motion, and the motion carried 4-0 with Sue Wells absent.

C. Amendment of ETC Bylaws
It was proposed to amend the ETC Bylaws in order to align with the rules of the Brown Act, remove redundant information, and clarify policy.

Denise Reader moved to approve amendments to the ETC Bylaws as proposed, Peggy Buckles seconded the motion, and the motion carried 4-0 with Sue Wells absent.

D. Authorize Transfer of the ETC Checking Account to Conejo Schools Foundation’s (CSF) Bank of Choice and Authorize New Signers on the Account
The Board considered transfer of the ETC checking account from Wells Fargo to Conejo Schools Foundation’s bank of choice. The proposal is to require signature by two of the following authorized signers in order to process a bank transaction:
- Executive Director of Conejo Schools Foundation
- Treasurer of Educational Television for the Conejo
- Secretary of Educational Television for the Conejo
Jon Sand moved to approve transfer of the ETC checking account to CSF’s bank of choice and requiring signature by two of the authorized signers on the account as proposed, Ann Bonitatibus seconded the motion, and the motion carried 4-0 with Sue Wells absent.

INFORMATION / DISCUSSION ITEMS
A. Approval of the ETC Meeting Schedule for 2016/2017
   Dr. Sand proposed to schedule ETC meetings for 2016/2017 at 1:00 p.m. on the third Tuesday of August, October, January, March, and May.

ADJOURNMENT
Jon Sand noted that this is his last ETC Meeting and he feels ETC serves an important role in the community. The Directors thanked him for his service on the ETC Board. Peggy Buckles adjourned the Open Session at 1:24 p.m. The Board of Directors will reconvene on Tuesday, August 16, 2016, at 1:00 p.m., in Conference Room A at the District Office.

_________________________________  ________________________________
Date                                           President
SECTION C: Agenda Reports
BYLAWS

OF

EDUCATIONAL TELEVISION FOR THE CONEJO

A California Non-Profit Public Benefit Corporation

ARTICLE 1: OFFICES

1. **PRINCIPAL OFFICE.** The location of the Corporation’s principal executive office for the transaction of business of the Corporation is hereby fixed and located in the County of Ventura, State of California. The Board of Directors may change the location of the principal executive office to any place within or outside of California.

   The principal executive office is located at:

   c/o Conejo Valley Unified School District
   1400 E. Janss Road
   Thousand Oaks, California 91360

2. **OTHER OFFICES.** Branch or subordinate offices may be established at any time and at any place by the Board of Directors.

ARTICLE 2: MEMBERS

1. **MEMBERS PROHIBITED.** The Corporation shall not have any members.

2. **EFFECT OF PROHIBITION.** Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors. All rights which would otherwise vest under the Nonprofit Public Benefit Law in the members shall vest in the Directors.

ARTICLE 3: DIRECTORS

1. **POWERS.** Subject to the provisions of the California General Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

   Without prejudice to these general powers, and subject to the same limitations, the Board of Directors may delegate the management of the activities of the Corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to the Board’s general
powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To select and remove all other officers, agents, and employees of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; fix their compensation; and require from them security for faithful service;

(b) To change the principal executive office or the principals business office in the State of California from one location to another; and conduct business within the State of California;

(c) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor not inconsistent with law, the Articles, or these Bylaws, as they may deem best;

(d) To adopt, make and use a corporate seal; and alter the form of the seal;

(e) To borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation’s purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

2. NUMBER OF DIRECTORS. The authorized number of Directors shall be as set forth below. This number can be changed by an amendment to the Articles of Incorporation or an amendment to this Bylaw.

The exact authorized number of Directors shall be as stated in the next sentence, as duly amended from time to time.

Number of Directors: 5

The Board of Directors shall consist of no fewer than three Directors who are CVUSD employees or members of the Board of Education and no fewer than two Directors who are Conejo Schools Foundation (CSF) Board members or staff. The five representatives may elect a sixth Director, by a majority vote, if the Board of Directors elects to have six Directors.

3. ELECTION AND TERM OF DIRECTORS. Directors shall hold office for three years. Directors terms shall be staggered 2-2-1. Directors to replace the Directors whose terms are expiring shall be elected at each annual meeting of the Board of Directors. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

4. VACANCIES. Any Director may resign effective on giving written notice to the Chairman of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later effective date. Except upon notice to the Attorney General, no Director may resign where the corporation would then be left without a duly elected director or directors in charge of its affairs (California Non-Profit Public Benefit Corporation §5226). If the resignation is effective at a
future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

A vacancy in the Board of Directors shall be deemed to exist:

(a) if a Director dies, resigns, or is removed;

(b) if the Board of Directors declares vacant the office of a Director who has been convicted of a felony or declared of unsound mind by an order of court;

(c) if the authorized number of Directors is increased; or

(d) if the Director is found by a final Order or Judgment of any Court to have breached any duty arising under Article 3 of the California Non-Profit Public Benefit Corporation Law.

When a vacancy in the Board arises, other than the sixth Director who is elected by the five representatives from the educational facilities (which vacancy shall be filled by election of a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director), the educational facility which the vacating Director represented shall nominate a replacement Director who shall serve, subject to approval by a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director.

5. VOTING RIGHTS. Voting officers are defined as the President, Secretary, Treasurer, and Director(s). The Executive Director performs operational duties of the Educational Television for the Conejo. The Executive Director serves in an advisory capacity to the Board and does not have voting privileges.

A Simple Majority Vote means more than half of the votes cast (excluding voting officers who abstain) with a quorum being present. A Simple Majority Vote may be used for consent items such as approval of the Agenda and approval of the Minutes.

A Two-thirds (2/3) Vote means at least two-thirds of the votes cast (excluding voting officers who abstain) with a quorum being present. A Two-thirds (2/3) Vote can be used for approval of Action Items (i.e.: Elections, Amendment of Bylaws, binding agreements, major issues regarding funding and policy, etc.)

6. PLACE OF MEETINGS. Regular meetings and Special meetings of the Board of Directors shall be held within the boundaries of the territory over which the Corporation has jurisdiction at a location that is fully accessible to members of the public. In the absence of a designation, meetings shall be held at the principal executive office of the Corporation.

7. MEETING NOTICE AND AGENDA REQUIREMENTS. The Brown Act provides for three different types of meetings. Regular meetings occur at a time and location generally set by ordinance, resolution, or by-laws. At least 72 hours prior to a regular meeting, an agenda must be posted which contains a brief general description of each item to be transacted or discussed at the meeting. Special meetings may be called at any time but notice must be received at least 24 hours prior to the
meeting by all Directors and by all media outlets that have requested notice in writing. Emergency meetings, which are extraordinarily rare, may be called upon one-hour notice to media outlets that have requested notice in writing.

8. **ANNUAL DIRECTORS’ MEETING.** The Board of Directors shall hold an annual meeting at the principal office or at any other place designated by the Board, to elect officers and transact other necessary business as desired, within the first quarter of each school year at a time and place convenient to the Board of Directors and accessible to the public. In addition, the Board of Directors may hold additional meetings as needed.

9. **QUORUM.** A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except for amendment of by-laws, which requires a majority vote of all Directors, and adjournment.

A meeting at which a quorum was initially present may continue to transact business despite the withdrawal of Directors, if the action taken is approved by at least a majority of the quorum required for that meeting.

10. **ADJOURNMENT TO ANOTHER TIME OR PLACE.** Per the Brown Act, regular and special meetings may be adjourned to a future date (§54955.) If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting (§54954.2(b)(3).) If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to §54954.2.

Then a meeting is adjourned to a subsequent date, notice of the adjournment must be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When less than a quorum of a body appears at a noticed meeting, the body may either meet as a committee of the parent body or adjourn to a future date pursuant to the provisions of §54955 or §54954.2(b)(3).

11. **RIGHTS OF INSPECTIONS.** Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation of which such person is a Director.

12. **COMPENSATION OF DIRECTORS.** Directors and members of committees of the Board shall serve without compensation for their services, but may be reimbursed for expenses, as fixed or determined by resolution of the Board of Directors. This section shall not preclude any Director from serving the Corporation as an officer, agent, employee, or in any other capacity, and receiving compensation for those services. Upon Board approval, Directors and members of committees may receive compensation from the Corporation for services rendered to it, provided, however, that not more than forty-nine percent (49%) of the persons serving on the Board shall be interested persons without the meaning of Section 5226 of the California Non-Profit Public Benefit Corporation Law.
ARTICLE 4: COMMITTEES

1. EXECUTIVE AND OTHER COMMITTEES OF THE BOARD. The Board of Directors, by resolution adopted by a majority of the authorized number of Directors, may create one or more committees with the authority of the Board ("Board committees" or "committees of the Board"), except with respect to:

(a) the approval of any action for which the California Non-Profit Public Benefit Corporation Law also requires approval of the Members or approval of a majority of all Members (such limitation of committee action shall apply whether or not the Corporation has Members);

(b) the filling of vacancies on the Board or in any committee;

(c) the fixing of compensation of the Directors for serving on the Board or on any committee;

(d) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) the amendment or repeal of any resolution of the Board by which its express terms is not so amendable or repealable;

(f) the appointment of other committees of the Board or the Members thereof;

(g) the expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or

(h) except to the extent provided by Section 5233 of the California Non-Profit Public Benefit Corporation Law, the approval of any self-dealing transaction, as such transactions are defined in said Section.

2. MEETINGS AND ACTIONS OF BOARD COMMITTEES. Meetings and actions of committees of the Board shall be governed by the Bylaw provisions applicable to meetings and actions of the Board of Directors as to place of meetings, regular meetings, special meetings, quorum, adjournment, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that:

(a) the time of regular committee meetings may be determined either by resolution of the Board of Directors or by resolution of the committee;

(b) special committee meetings may also be called by resolution of the Board of Directors;

(c) notice of special committee meetings shall also be given to all alternate members; and

(d) alternate members shall have the right to attend all meetings of the committee.

The Board may adopt rules, not inconsistent with the Bylaws, for the governance of committees of the Board.
3. NON-BOARD COMMITTEES. One or more committees without the power and authority of the Board ("non-Board" committees) may be created by Board resolution, for investigative and other appropriate purposes. Membership on non-Board Committees is not limited to Directors. To bind the Corporation, actions or non-Board committees must be ratified by the Board of Directors.

ARTICLE 5: OFFICERS

1. OFFICERS; ELECTION. Only Directors can be officers of ETC. The Corporation shall have a chief executive officer/President, a secretary, and a chief financial officer/Treasurer. There may also be other officers as specified in the Bylaws or designated by the Board of Directors.

2. CHIEF EXECUTIVE OFFICER/PRESIDENT. The President shall serve as general manager and chief executive officer of the Corporation and shall have general supervision, direction, and control over the Corporation’s business and its officers, with all the general powers and duties of management usually vested in a Corporation’s chief executive officer.

The President shall exercise and perform such powers and duties as prescribed by the Bylaws or by the Board of Directors. The President shall also preside at Board meetings if there is no Chairman of the Board or if the Chairman is absent.

3. SECRETARY. The Secretary shall have the following duties:

(a) MINUTES. The Secretary shall be present at and take the minutes of all meetings of the Board of Directors and committees of the Board. If the Secretary is unable to be present, the Secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. The Secretary shall keep, or cause to be kept, at the principal executive office or such other place as designated by the Board of Directors, a book of minutes of all meetings and actions of the Board of Directors and committees of the Board. The minutes of each meeting shall state the following: the time and place of the meeting; whether it was regular or special; if special, how it was called or authorized; the notice given or waivers or consents obtained; the names of Directors present at Board or committee meetings; and an accurate account of the proceedings.

(b) NOTICE OF MEETINGS. The Secretary shall give notice, or cause notice to be given, of all Board meetings and committee meetings for which notice is required by statute or by the Bylaws. If the Secretary or other person authorized by the Secretary to give notice fails to act, notice of any meeting may be given by any other officer of the Corporation. The Secretary shall maintain records of the mailing or other delivery of notices and documents to Directors, as prescribed by the Bylaws or by the Board of Directors.

(c) OTHER DUTIES. The Secretary shall keep the seal of the Corporation, if any, in safe custody. The Secretary shall have such other powers and perform such other duties as prescribed by the Bylaws or by the Board of Directors.

4. CHIEF FINANCIAL OFFICER/TREASURER. The chief financial officer/Treasurer, shall keep or cause to be kept adequate and correct books and records of accounts of the properties and
business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any Director.

The chief financial officer/Treasurer shall (1) monitor the deposit of Corporate funds and other valuables in the Corporation’s name and to its credit with depositories designated by the Board; (2) monitor the disbursement of corporate funds as authorized by the Board; (3) whenever requested by the Board or the chief executive officer/President, render a statement of the Corporation’s financial condition and an account of all transactions he or she has conducted as chief financial officer/Treasurer; and (4) exercise such other powers and perform such other duties as prescribed by the Bylaws or by the Board of Directors.

5. VICE PRESIDENTS. There may be one or more Vice Presidents, as determined by the Board. In the absence or disability of the President, the President’s duties and responsibilities shall be carried out by the highest-ranking available Vice President, or if there are two or more unranked Vice Presidents, by a Vice President designated by the Board of Directors. When so acting, a Vice President shall have all the powers of and be subject to all the restrictions on the President. Vice Presidents shall have such other powers and perform such other duties as prescribed by the Bylaws or assigned from time to time by the Board of Directors or the chief executive officer.

6. SUBORDINATE OFFICERS. The Board of Directors may appoint, and may empower the chief executive officer to appoint, subordinate officers as required by the Corporation’s business, whose duties shall be as provided in the Bylaws or as determined from time to time by the Board of Directors or the chief executive officer.

7. REMOVAL AND RESIGNATION OF OFFICERS. Any officer chosen by the Board of Directors may be removed by the Board at any time, with cause on notice and for any of the reasons set forth in Paragraph 4 of Article 3 of these Bylaws. Subordinate officers appointed by persons other than the Board may be removed at any time, with cause on notice, by the Board or by the person by whom appointed. A removed officer shall have no claim against the Corporation or individual officers arising from such removal.

An officer’s resignation or its acceptance by the Corporation shall not prejudice any rights the Corporation may have to monetary damages under an employment contract.

8. VACANCIES IN OFFICES. Vacancies in an office position resulting from an officer’s death, resignation, removal, disqualification, or any other cause shall be filled by the Board or by the person, if any, authorized by these Bylaws or the Board to make an appointment to that office.

9. COMPENSATION. No compensation shall be payable to officers.
ARTICLE 6: RECORDS AND REPORTS

1. MAINTENANCE OF BYLAWS. The Corporation shall keep at its principal executive office, or if its principal executive office is not in California, at its principal business office in this state, the original or a copy of the Bylaws as amended to date, which shall be open to inspection at all reasonable times during office hours.

2. MINUTES AND ACCOUNTING RECORDS. The minutes of proceedings of the Board of Directors and committees of the Board, and the accounting books and records shall be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in a form capable of being converted into written form.

3. FINANCIAL STATEMENTS. The Corporation shall keep a copy of any annual financial statement, quarterly or other periodic income statements, and accompanying balance sheets on file in its principal executive office for 12 months.

ARTICLE 7: GENERAL CORPORATE MATTERS

1. AUTHORIZED SIGNATORIES FOR CHECKS. All checks, drafts, or other orders for payment of money, notes, and other evidences of indebtedness issues in the name of or payable to the Corporation shall be signed or endorsed in the manner and by the persons authorized by the Board of Directors.

2. EXECUTING CONTRACTS AND INSTRUMENTS. The Board of Directors may authorize any of its officers or agents to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. This authority may be general or it may be confined to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the Corporation shall have any power or authority to bind the Corporation in any way, pledge its credit, or render it liable for any purpose in any amount, unless that person was acting with authority duly granted by the Board of Directors as provided in these Bylaws, or unless an unauthorized act was later ratified by the Corporation.

3. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in Sections 100 through 195 of the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes a Corporation and a natural person.

ARTICLE 8: AMENDMENTS

1. AMENDMENT OF ARTICLES OF INCORPORATION. Unless otherwise provided under applicable law, amendments to the Articles of Incorporation may be adopted if approved by the Board. An amendment to the Articles of Incorporation shall be effective as of the date that the appropriate certificate of amendment is filed with the Secretary of State.
2. AMENDMENT OF BYLAWS. Except as otherwise required by law or by the Articles of Incorporation, these Bylaws may be amended or repealed, and new Bylaws may be adopted, by a majority of the sitting Directors of the Board of Directors.

ARTICLE 9: INDEMNIFICATION

1. DEFINITIONS. For the purposes of this Article 9, “agent” means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another foreign or domestic Corporation, partnership, joint venture, trust or other enterprise, or was a Director, officer, employee or agent of a foreign or domestic Corporation which was a predecessor Corporation of the Corporation or of another enterprise at the request of such predecessor Corporation; “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5(b) of this Article 9.

2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding, (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Non-Profit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Non-Profit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

(a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person’s duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application
that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expense incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

4. **INDEMNIFICATION AGAINST EXPENSES.** To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article 9 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

5. **REQUIRED DETERMINATIONS.** Except as provided in Section 4 of this Article 9 any indemnification under this Article 9 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article 9, by:

(a) A majority vote of a quorum consisting of Directors who are not parties to such proceedings; or

(b) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation.

6. **ADVANCE OF EXPENSES.** Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article 9.

7. **OTHER INDEMNIFICATION.** No provision made by the Corporation to indemnify its or its subsidiary’s Directors or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of Directors, an agreement or otherwise, shall be valid unless consistent with this Article 9. Nothing contained in this Article 9 shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

8. **FORMS OF INDEMNIFICATION NOT PERMITTED.** No indemnification or advance shall be made under this Article 9, except as provided in Sections 4 or 5(b), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in
which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

9. INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 9, provided, however, that a Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Non-Profit Public Benefit Corporation Law.

10. NONAPPLICABILITY TO FIDUCIARIES OF EMPLOYEE BENEFIT PLANS. This Article 9 does not apply to any proceeding against any trustee, investment manager or other fiduciary of any employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article 9. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

CERTIFICATE OF ADOPTION OF BYLAWS

Adoption by Director(s).

The undersigned on behalf of the above-named Corporation hereby adopts the same as the Bylaws of said Corporation.

Executed this 21 day of June, 2016.

__________________________
[Signature]

Certificate by Secretary.

I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified and acting Secretary of the above-named Corporation; that the foregoing Bylaws, comprising 10 pages, constitute the Bylaws of the Corporation as adopted at a meeting of its Board of Directors held on the date set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of ________________, 200_.

__________________________
[Signature]
RE: School Broadcast Program Contract with High School

We appreciate your participation in the School Broadcast Program, powered by PlayOn! Sports, under the Consumer Subscription School Access Plan. This letter (our “Agreement”) will serve as confirmation of the involvement of _____________ High School (“School”) and will outline the details of participation with 2080 Media, Inc. d/b/a PlayOn! Sports (“PlayOn”).

PlayOn provides:

a. A branded School video portal on www.nfhsnetwork.com
b. Software functionality that allows sponsorship elements to be placed directly into the video production
c. PlayOn proprietary software (PlayOn Manager and PlayOn Producer, collectively the “Software”) for the complete management of School-based events including production, graphics, advertising insertion, and content management
d. E-commerce platform for customer registration, payment processing and customer service to support the Consumer Subscription School Access Plan.
e. All back-end systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
f. Archive storage of all events for a minimum of one (1) year following the event or original encoding for on-demand viewing
g. Standard on-call customer support, training, software updates, software support, and software licenses
h. An Account Manager to be your primary contact and to assist with the implementation and development of the program.

Your Account Manager is:

Participation in the Consumer Subscription School Access Plan is outlined as follows:

a. Payment Amounts - As a participating school in the Consumer Subscription School Access Plan of the School Broadcast Program, School agrees to pay $2,500.00 upon School’s signing of this Agreement.
b. Sports Events (Live and On-Demand) – All live sporting events produced by School require purchase of a subscription pass to be viewed. Sporting events uploaded for on-demand viewing require a subscription pass for a period of 72 hours from the event’s initial broadcast, after which they are available to viewers free of charge. Subscription periods for on-demand events are subject to change with sufficient notice provided by PlayOn to School. All highlights are free for viewers.
c. Non-Sports Events (Live and On-Demand) – All non-sports events are set by default to be free for viewers. At School’s discretion, School may charge a subscription fee to view non-sport events live and for 72 hours on-demand.
d. Event Limits and Highlights – School may produce an unlimited number of events each year and create an unlimited number of highlights.
e. School-sold Sponsorships – School may include sponsorship elements within the broadcast of its events in its assigned School video portal. School keeps 100% of all sponsorship sales made by School from local sponsors.
f. Network Advertising – PlayOn may advertise on School’s video portal and within School’s broadcasts using pre-roll, mid-roll, and in-game video commercials or overlay ads that appear on the video screen. PlayOn ads will conform to PlayOn’s Commercial Materials Guidelines. Guidelines can be provided upon request.
g. Program Coordinator – School will assign a designated program coordinator to organize the production schedule and facilitate communication between PlayOn and School.
h. 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.

Other Terms and Conditions

Term of Agreement. This agreement is effective for 12 months from the date signed by PlayOn. After 12 months, School license will automatically renew and will continue to renew after each subsequent 12-month term. School will receive notice of auto-renewal approximately 30 days prior to renewal date. School will be invoiced unless written cancellation is received. Participation may be canceled at any time. At the written request of School, PlayOn will remove all School produced events on the School video portal.

School will have the option to move to the School Broadcast Program – Consumer Subscription Plan any time at no charge.

Payment Terms. Net 30.

Software License. During the Term of Agreement, PlayOn grants the School a non-exclusive, non-transferable limited license to use the proprietary software owned by PlayOn and utilized to provide the broadcast services under this Agreement (the “Software”) solely to capture, record, and produce content from official high school events for distribution solely on the NFHS Network. The School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile the Software. School agrees

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that PlayOn 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 PlayOn's intellectual property.

**Event Content.** School shall be solely responsible for all event content produced by School using the PlayOn 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.

**Equipment.** School must provide their own laptop and video capture device for producing events. This equipment must meet the specifications of PlayOn for use of the Software. School may purchase a laptop and video capture device from PlayOn for a one-time fee of $1,000 or choose to purchase a video capture device for a one-time fee of $100. PlayOn is not responsible for lost, stolen, or damaged equipment. School is responsible for repairs of equipment outside of warranty.

**Postseason Coverage.** State association media policies dictate if broadcasts of state playoff events in which the rights fees have been waived require distribution using the consumer subscription platform for viewer access. If School is in a NFHS Network state, School may produce state playoff events that are not selected for production by the NFHS Network. Rights fees for events produced by School will be waived as long as the event is exclusively distributed either live or delayed on the NFHS Network. For the sake of clarity, School must utilize both the consumer subscription platform and video player offered by the NFHS Network as its sole means of distribution. If School is not in a NFHS Network state, the parties agree that media policies of the State Association govern any and all broadcasts of state playoff events.

**Content Syndication.** PlayOn retains the right to syndicate the content, in-part or in-whole, to any distribution platform. Existing digital sponsorship inventory remains in the content through each of the various products that incorporate the full-length event. PlayOn may syndicate content such as cover stories to promote and market the School and the NFHS Network.

**School Access Plan Subscription Passes.** Under the School Access Plan, School receives the equivalent of one (1) Annual subscription pass for each enrolled high school student. Annual subscription passes can be distributed by School at its discretion. Users of each Annual subscription pass will be required to create an account on the NFHS Network to activate the subscription. Each Annual subscription pass provides the user unlimited access to all content on the NFHS Network for the period of one year (365 days). Passes may not be sold or marketed in any manner inconsistent with this section.

**Revenue Sharing/Administration of Funds.** There is no revenue sharing for subscription passes sold. Specifically:

**Retail Subscription Passes:** Schools will receive 50% of the Net Revenue ("Revenue Share") generated by all Day, Monthly, Season, and Annual 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 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), NFHS Network reserves the right to withhold any Revenue Share attributed to School.

Upon the purchase of a Monthly, Season, or Annual subscription pass, subscriber has up to 15 days to attribute that purchase to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: March 31st, June 30th, September 30th, and December 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.

**School Access Plan Subscription Passes:** School will not receive any revenue share from subscription passes provided to students as part of the School Access Plan.

**Subscription Pricing and Event Availability.** PlayOn retains the right to modify subscription plan offerings and pricing structure during the Term. PlayOn will notify School in writing of any such modifications.

**Digital Sponsorship Insertion.** School shall be responsible for the triggering of all in-stream video commercial breaks and graphic overlays sold by School during events via the PlayOn Software.

**WARRANTY DISCLAIMER: LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS". NEITHER PARTY MAKES ANY 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 BY SCHOOL UNDER THIS AGREEMENT.

[Signatures on Next Page]

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

Signed:  

Date: ______________

Mark Rothberg  
Vice President, School Broadcast Program  
PlayOn! Sports  
2835 Brandywine Road, Suite 102  
Atlanta, GA 30341

Signature: __________________________________________

Name: ______________________________________________

Title: _______________________________________________

Email: ______________________________________________

School: ______________________________________________

Program Manager: ____________________________________

Email: ______________________________________________

Mobile Number: _______________________________________

Bookkeeper: _________________________________________

Email: ______________________________________________

Phone Number: _______________________________________

Subscription Revenue Check Made Out to: _______________________________________________________

Training Date: _______________________________________

Date of First Broadcast: ________________________________

Discounted Annual Pass* Price: ___________________________

*Your school may offer Annual Subscription Passes at a significant discount from the retail price of $119.95. Fans get full access to all NFHS Network live and on-demand video content, including all playoff and championship events, for 365 days. Your school receives revenue share from each discounted pass sold, the choice to increase the price of discounted passes (minimum base price is $33) and keep all the mark-up on each pass sold, and revenue share from anyone else purchasing subscription passes at retail to watch your school-produced events.

For internal use only: Channel Representative: ___________________________