

PROGRAMMING AND SERVICES AGREEMENT

BY AND BETWEEN

MILWAUKEE BOARD OF SCHOOL DIRECTORS

AND

RADIO MILWAUKEE, INC.

DATED AS OF _____, 2018

TABLE OF CONTENTS

1.	PROGRAMMING AND SERVICES PROVIDED BY RMI	1
2.	RESPONSIBILITIES OF MPS	2
3.	MPS PROGRAMMING	3
4.	OVERSIGHT AND CONTROL	4
5.	STANDARDS OF OPERATION.....	4
6.	GRANTS.....	4
7.	FUNDRAISING AND ACCOUNTING	5
8.	REPORTING AND LIAISON	6
9.	TERM OF AGREEMENT.....	6
10.	TERMINATION.....	6
11.	INSURANCE.....	7
12.	INDEMNIFICATION.....	8
13.	OTHER TRANSMISSION MODES.....	8
14.	RMI GOVERNANCE	8
15.	RMI EMPLOYEES AND CONTRACTORS	9
16.	RELATIONSHIP	9
17.	NOTICES.....	9
18.	SEVERABILITY	10
19.	ASSIGNMENT.....	10
20.	RIGHT OF FIRST REFUSAL.....	10
21.	COMPLETE AGREEMENT.....	10
22.	UNENFORCEABILITY	10
23.	WAIVER OF COMPLIANCE	11
24.	DISPUTES	11
25.	GOVERNING LAW	11
26.	CAPTIONS AND HEADINGS	11
27.	NO STRICT CONSTRUCTION	11
28.	COUNTERPARTS	11

PROGRAMMING AND SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between Milwaukee Board of School Directors (hereinafter referred to as “MPS”) and Radio Milwaukee, Inc. (“RMI”), a Wisconsin non-stock, non-profit corporation, to be effective as of the last signature date hereto (the “Effective Date”).

RECITALS:

WHEREAS, MPS owns and operates noncommercial educational FM radio broadcast station WYMS, 88.9 MHz, Milwaukee, Wisconsin, FCC Facility ID No. 42669 (the “Station”) pursuant to authorizations issued by the Federal Communications Commission (“FCC”); and

WHEREAS, MPS and RMI desire that RMI undertake certain functions for the Station, as specified in this Agreement, for and on behalf of MPS; and

WHEREAS, MPS and RMI wish this Agreement to replace in its entirety the Management Agreement entered into on November 29, 2004, by MPS and RMI, under RMI’s prior entity name, Radio for Milwaukee, Inc.; and

WHEREAS, the FCC has revised its rules concerning main studios for broadcast stations.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **PROGRAMMING AND SERVICES PROVIDED BY RMI.**

RMI agrees to provide for the Station, at its own expense, the services specified below, all under the ultimate control of MPS:

- A. Programming: Except as otherwise specified in this Agreement, RMI will provide programming for the Station sufficient to fill the Station’s entire broadcast schedule, as established by MPS and RMI. This programming may include original programming created by or for RMI and programming produced by others and contracted for by RMI, all of which is designed for the advancement of an educational program. All such programming shall comply with all applicable laws, including the FCC’s rules and policies for noncommercial educational radio stations, and with the MPS/WYMS Programming Standards attached hereto as Attachment A.

RMI will be the exclusive source of programming for the Station (including any ancillary or auxiliary services such as digital programming and datacasts), except as otherwise specified in this Agreement. The programming RMI provides for the Station will

be primarily music, but will include, as ascertained and under the direction of MPS, public affairs programs and public service announcements designed to serve the ascertained problems, needs and interests of Milwaukee and other portions of the Station's over-the-air service area.

- B. Instructions and Training. RMI shall work with MPS to conduct a training program for MPS students, as described in Attachment B hereto. RMI shall not assign any RMI employee or volunteer to work with any MPS students until RMI has investigated such employee or volunteer and determined that there is nothing in such employee's or volunteer's background that would render such person unfit to work with MPS students, including (but not limited to) any convictions of any criminal offenses or pending charges. RMI's investigation will be deemed to have complied with this requirement if RMI initiates and obtains the results of a background screening from the Wisconsin Department of Justice or MPS's Department of Human Resources.

2. **RESPONSIBILITIES OF MPS.**

MPS and RMI acknowledge and agree that the operation of the Station in compliance with all FCC rules and policies is the ultimate responsibility of MPS, as licensee. Nothing in this Agreement shall be construed as limiting, transferring, assigning or relieving MPS of such responsibility. Without limiting the preceding two sentences, the responsibilities of MPS shall include:

- A. Station Facilities: When on MPS's premises, RMI's personnel shall be subject to the direction and control of MPS's management personnel. RMI will be responsible for delivering its programming to the Station's transmitter site. Subject to the consent of MPS, such consent to not be unreasonably withheld, RMI shall have the right to install at MPS's and/or RMI's premises, and to maintain throughout the Term, at RMI's expense, any microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment necessary for the proper transmission of programming to the Station, and MPS and RMI shall take all steps reasonably necessary to prepare and file any applications with the FCC to effectuate such proper transmission.
- B. RMI Employees: RMI will cooperate with MPS in preparing all required EEO reports for the Station, provided further, that should RMI become subject to the FCC's EEO rules by becoming an FCC licensee, RMI will comply with the FCC's EEO rules and policies applicable to radio broadcast stations in regard to RMI's employees. In addition, RMI and its employees will adhere to the

MPS Employee Rules of Conduct (and MPS will provide RMI with current versions of said Employee Rules of Conduct).

- C. MPS shall remain the lessee for the Station's main transmitter site and shall promptly pay all rents due, and fulfill all its other obligations, under its lease with the Fox Television Stations, Inc., as assignee of Gillett Communications of Milwaukee, Inc., for said transmitter site, and for the term of this Agreement, MPS shall timely exercise renewal options contained in its lease for said transmitter site. In addition, MPS shall retain the Station's auxiliary transmitter site at the MPS headquarters building. MPS will maintain all of the Station's transmitter site equipment (at both the main and auxiliary transmitter sites) and will upgrade and replace such equipment as necessary and appropriate.
- D. All facilities and equipment at the Station's main and auxiliary transmitter sites which belongs to the Station will remain the property of MPS. MPS shall pay all utilities, insurance, maintenance expenses, and other necessary expenses for the Station's main and auxiliary transmitter sites.
- E. MPS shall retain, by employment or contract, such personnel as it deems appropriate to oversee the operations of the Station, including a Chief Operator and a Chief Engineer for the Station (who may be the same person for both such positions). The Chief Operator shall perform the functions specified in the FCC's rules for radio broadcast stations' chief operators, including maintenance and review of the Station's operating logs. The Chief Engineer shall be responsible for the maintenance of the Station's transmission facilities, its transmitter control and monitoring equipment, and any required studio/transmitter link, and its EAS equipment, all in accordance with the FCC's rules and policies and with standards of good engineering practice.

3. **MPS PROGRAMMING.**

On request of MPS, RMI shall include in its programming for the Station up to twelve (12) minutes per week, in one (1) minute or less segments, distributed throughout each week, for announcements by MPS. MPS will provide the content for such announcements and RMI will produce them and maintain records of when each such announcement is broadcast. In addition, RMI will broadcast all regular and special meetings of the MPS school board. MPS will be responsible for providing personnel to produce such broadcasts of school board meetings. Attachment C contains the current schedule of MPS school board meetings for the current School Year, which MPS may amend at any time during the term of this Agreement at its sole discretion.

4. **OVERSIGHT AND CONTROL.**

MPS shall retain and exercise oversight and ultimate control of the Station's activities and operations. In this regard, MPS shall have the right to consult with RMI management, review all RMI records relating to the Station and require regular written reports from RMI, as specified in Section 7 and Section 8 below, including but not limited to summaries of RMI's programming for the Station, personnel actions and finances. MPS, as the Station's FCC licensee, has the ultimate responsibility with respect to all activities in connection with FCC license renewals, ownership reports, quarterly issues/programs lists, donor lists, applications for facility changes and such other filings and reports as may be required by the FCC, including maintenance and updating of the Station's online public inspection file. RMI agrees to assist and advise MPS in all such activities and to prepare all necessary documents, filings and reports for MPS in a timely manner. Each party will promptly provide the other with copies of any written communications (or summaries of oral communications) it receives from the FCC regarding the Station.

Notwithstanding any other provisions of this Agreement, MPS shall have the right to: (a) reject or refuse to broadcast any program or programming material provided by RMI that MPS reasonably and in good faith believes is unsuitable or contrary to the public interest and/or (b) substitute a program (or programs) which MPS reasonably and in good faith believes is of greater local or national importance. In addition, MPS reserves the right to refuse to broadcast any program or programming material that violates any FCC rule or policy, or other laws. In any such case of substitution or preemption, MPS shall provide RMI with as much advance notice as is reasonable in the circumstances.

Notwithstanding Sections 3 and 4 of this Agreement, the parties acknowledge that it is the intention of this Agreement that the programming RMI provides for the Station pursuant to this Agreement will comprise substantially all the Station's programming during the term of this Agreement, and MPS shall not invoke Sections 3 or 4 of this Agreement in such a manner as to frustrate this intent.

5. **STANDARDS OF OPERATION.**

RMI agrees that it will undertake its activities pursuant to this Agreement consistent with industry standards for noncommercial educational broadcasting, in order that the Station will provide exemplary service to the public and comply in all material respects with all legal requirements. RMI shall use its best efforts to cause the Station to continue to meet the standards for qualification for federal funding which have been or may be promulgated by the Corporation for Public Broadcasting ("CPB").

6. **GRANTS.**

MPS, at RMI's request and with the assistance of RMI, agrees to apply for, and comply within the terms of, reasonably available grants, awards, contributions, donations, bequests, devises, legacies or other property or monies (hereinafter collectively referred to as "grants"), regardless of nomenclature, for the use or benefit of the Station as mutually agreed by RMI and MPS, including, but not limited to, annual CPB grants, and any other grants previously applied

for or received in the name of the MPS and intended for the use and benefit of the Station. If MPS receives the proceeds of any such grant, award, contribution, etc., which is designated for programming on the Station, MPS shall promptly transfer such proceeds to the WYMS Operating Account (“WYMS Account”) described below, and in such circumstances, MPS and RMI shall honor the terms of the grant, award, contribution, etc.

7. **FUNDRAISING AND ACCOUNTING.**

RMI may assist MPS’s fundraising efforts for the Station, including making solicitations for underwriting contributions (for which underwriting acknowledgments will be made on the Station) and over-the-air requests for contributions from listeners. All such fundraising activities, including over-the-air announcements, shall comply with MPS’s fundraising policies, established or approved by MPS, with the FCC’s rules and policies and with all other applicable laws. No fundraising activities for the benefit of RMI that would substantially alter or suspend regular programming will be undertaken on the Station. The parties acknowledge that fundraising drives produced by RMI that occur as part of a fundraising drive for the Station would not constitute fundraising activities that substantially alter or suspend regular programming.

MPS shall open and maintain a bank account for the Station, called the “WYMS Account.” All revenue received by MPS or RMI, including those from CPB, listener contributions, membership dues and underwriting contributions, that are designated for the operation of the Station (the “Revenues”) shall be deposited into the WYMS Account.

The Revenues shall remain the property of MPS, and shall be used by RMI, as fiscal agent for MPS, to reimburse MPS, within fifteen (15) days of MPS’s documentation of such expense, for the direct expenses MPS incurs with regard to the Station pursuant to Sections 1 and 2 of this Agreement, as specified on Attachment D hereto, to the extent sufficient funds are available. RMI may use the WYMS Account for payment of expenses or other obligations related to the Station to the extent such expenses or obligations are reasonable for a noncommercial education FM station of the Station’s size in a comparable market. Allowable expenses include the reasonable expenses RMI incurs in providing the programming and services required by this Agreement.

If any funds in the WYMS Operating Account are the proceeds of grants, contracts, or gifts with specific restrictions, such funds shall be used only in accordance with such grants, contracts, or specific restrictions.

RMI shall keep full and adequate financial and accounting records of its activities with regard to the Station, in accordance with generally accepted practices for noncommercial educational radio stations qualified by CPB and with CPB annual audit requirements, and shall make all such records, including, but not limited to, bank records, ledgers, accounts and journals, available for inspection by representatives of MPS upon reasonable prior written notice. RMI shall cause its accounts and records regarding the Station to be audited annually by an independent certified public accountant, and shall provide MPS with a copy of said audit report within fifteen (15) days of RMI’s receipt thereof. As the grantee of funding from CPB, MPS

shall be responsible for complying with the conditions of CPB grants and submitting required reports to CPB, with, if requested by MPS, the assistance of RMI in preparing such reports.

8. **REPORTING AND LIAISON.**

RMI will submit written reports to MPS annually on RMI's activities for the Station pursuant to this Agreement. Such reports shall include the information specified on Attachment E hereto.

MPS and RMI shall each designate a person to be its liaison with the other party for purposes of coordinating and monitoring all activities undertaken pursuant to this Agreement, to meet and confer as appropriate. Part of the function of these liaison persons will be to ensure that the problems, needs and interests of Milwaukee and other portions of the Station's service area are ascertained on an ongoing basis and that the Station's programming addresses such problems, needs and interests.

To the extent permitted by law, RMI shall provide MPS, upon request, with any documents or information in RMI's possession that MPS reasonably needs in order to perform its obligations and undertakings set forth in this Agreement and, to the extent permitted by law, MPS shall provide RMI, upon request, with any documents or information in MPS's possession that RMI reasonably needs in order to perform its obligations and undertakings set forth in this Agreement.

9. **TERM OF AGREEMENT.**

Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on the date first written above, shall continue in full force and effect until December 31, 2018, and shall be automatically renewed for two (2) successive terms of eight (8) years each, unless notice of non-renewal is provided pursuant to Section 10 below.

10. **TERMINATION.** Notwithstanding the term of this Agreement set forth in Section 9 above, this Agreement may be terminated as follows:

A. MPS may terminate this Agreement upon thirty (30) days written notice to RMI if the FCC has ordered such termination and the parties have exhausted all appeals of such FCC decision.

B. If either party notifies the other party, in writing, of a default or breach by said other party of this Agreement and said other party has failed to remedy such default or breach within sixty (60) days of said notice, then the party giving such notice, if not in material default or breach of this Agreement, may terminate this Agreement.

C. RMI may terminate this Agreement upon one hundred eighty (180) days written notice to MPS if, in the reasonable discretion of RMI, RMI determines that RMI's performance of its duties under this Agreement is being frustrated or impeded by the action or inaction, voluntary or involuntary, of MPS, or due to any other cause beyond RMI's reasonable control;

however, RMI must first provide MPS with specific notice of its basis for any such termination, and MPS shall have ninety (90) days within which to cure any such stated basis.

D. Either MPS or RMI may terminate this Agreement at the end of the initial term hereof or of any renewal term, for any reason, by giving written notice to the other party at least one hundred eighty (180) days in advance of the end of the applicable term.

Upon termination of this Agreement, the parties shall have no further performance obligations hereunder except for the obligations to provide each other with documents and information necessary for post-termination reports, tax returns and the like, RMI's obligation to provide MPS with any documents and information required under the FCC's rules, and the indemnification obligations set forth hereunder.

If this Agreement expires or is terminated pursuant to the terms of this Section 10, RMI shall disburse to MPS, within sixty (60) days after the effective date of such termination, the balance in the WYMS Account, up to the amount of Station expenses which have not been paid by RMI or reimbursed to MPS; provided however, if any funds in the WYMS Account are from restricted grants, gifts, or contracts, such funds may be used only in a manner consistent with such restrictions.

11. **INSURANCE.**

RMI shall maintain in full force and effect during the term of this Agreement and any extensions or renewals thereof the following types of insurance and in the amounts set forth:

- (a) Broadcasters errors and omissions (media liability) insurance – at least \$5,000,000 per occurrence/\$5,000,000 aggregate
- (b) Commercial General Liability – at least \$1,000,000 per occurrence/\$2,000,000 aggregate
- (c) Workers' compensation for all RMI employees – as required by law
- (d) Employers liability – at least \$500,000 per occurrence
- (e) Property insurance (including theft and damage) adequate to repair or replace all of RMI's equipment used for the Station
- (f) Auto liability – at least \$1,000,000 per occurrence
- (g) Umbrella (excess) liability – at least \$5,000,000 per occurrence.

The insurance policies described in clauses (a), (b) and (g) above shall name MPS as an additional named insured. All the policies described above shall provide that coverage may not be reduced or terminated without at least thirty (30) days prior written notice to MPS or RMI. Insurance companies must be reasonably acceptable to MPS and must have a current A.M. Best rating of "A-" or better.

12. **INDEMNIFICATION.**

In case any action in court, claim, or proceeding before an administrative agency is brought against MPS or any of its officers, agents, or employees which relates to the failure, omission, or neglect of RMI, in whole or in part, to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused by the negligence of RMI, its officers, agents, and employees, RMI shall defend, indemnify, and save harmless MPS and its board members, officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. MPS shall tender the defense of any claim or action at law or in equity to RMI or RMI's insurer, and upon such tender, it shall be the duty of RMI or RMI's insurer to defend such claim or action without cost or expense to MPS or its officers, agents, or employees. RMI shall be solely responsible for the conduct and performance of the services required of RMI under the terms and conditions of this Agreement and for the results therefrom.

In case any action in court, claim, or proceeding before an administrative agency is brought against RMI or any of its officers, agents, or employees which relates to the failure, omission, or neglect of MPS, in whole or in part, to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused by the negligence of MPS, its board members, officers, agents, and employees, MPS shall defend, indemnify, and save harmless RMI and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. RMI shall tender the defense of any claim or action at law or in equity to MPS or MPS's insurer, and upon such tender, it shall be the duty of MPS or MPS's insurer to defend such claim or action without cost or expense to RMI or its officers, agents, or employees. MPS shall be solely responsible for the conduct and performance of the obligations required of MPS under the terms and conditions of this Agreement and for the results therefrom.

13. **OTHER TRANSMISSION MODES.**

RMI, in addition to having the right and obligation to provide programming for the Station as set forth in Section 1.A. of this Agreement, shall have the right to distribute its programming by other means, including the Internet, and in doing so, RMI shall have the right to use the WYMS call sign and all other trademarks and intellectual property associated with the Station. RMI shall be directly responsible for arranging for such Internet or other non-Station broadcast distribution, and for paying directly any fees or costs, including any copyright payments, for such distribution.

14. **RMI GOVERNANCE.**

RMI may have up to fifteen (15) voting board members. One of those board positions will be reserved for an appointee of MPS. In addition, RMI will reserve a non-voting board position for a MPS student representative, selected by MPS.

RMI's board, in fulfilling its responsibility as the governing body of RMI, may, from time to time, consider general policies regarding the programming RMI provides for the Station; however, day-to-day decisions regarding specific programming RMI provides for the Station are

the responsibility of RMI staff. No individual voting or non-voting board member of RMI shall attempt to influence the selection or treatment of specific program content (including feature stories, newscasts, and music selections) to be provided for the Station, but may, upon the solicited request of an RMI staff member, provide information or otherwise respond to inquiries. All questions concerning the applicability or scope of this paragraph shall be directed to the Executive Director of RMI.

15. **RMI EMPLOYEES AND CONTRACTORS.**

A. HUB Participation. RMI shall identify by name any Historically Underutilized Business (“HUB”) contractors whose utilization is intended and the items of work involved and the dollar amounts of such items of work in the performance of services set forth in this Agreement.

B. Livable Wage. RMI shall adhere to MPS’s Livable Wage Policy, which requires all contractors to pay their employees a specified minimum hourly wage.

C. Non-Discrimination. RMI shall not discriminate in employment or deny participation in any program or activity on the basis of a person’s gender, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. RMI shall comply with all state and federal laws and regulation regarding employment discrimination.

16. **RELATIONSHIP.**

Neither this Agreement nor the parties’ actions pursuant to this Agreement shall be deemed to create a partnership, joint venture or other relationship between the parties.

17. **NOTICES.**

Any written notice to any party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service, three days after when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or one day after when sent by reputable overnight courier service, addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to MPS: Mr. Chad Meyer
Director of Technology
Milwaukee Public Schools
5225 West Vliet Street
Milwaukee, WI 53201

If to RMI: Radio Milwaukee, Inc.
220 East Pittsburgh Avenue
Milwaukee, WI 53204
Attention: Executive Director

18. **SEVERABILITY.**

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, the same shall not affect in any respect whatsoever the validity of any other provisions of this Agreement.

19. **ASSIGNMENT.**

Except as set forth in Section 20 of this Agreement, this Agreement may not be assigned by either party without the other party's written consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of this Agreement by the other party.

20. **RIGHT OF FIRST REFUSAL.**

During the term of this Agreement, MPS grants RMI a right of first refusal ("ROFR") to purchase the Station and the assets owned by MPS which are used or useful in the operation of the Station. If MPS at any time during the term of this Agreement (a) receives a bona fide offer from a third party to purchase the Station or (b) makes a bona fide offer to a third party to sell the Station, then MPS shall notify RMI, pursuant to Section 17 of this Agreement, of such offer (the "ROFR Notice"). The ROFR Notice shall describe the assets proposed to be transferred in such sale, the name and address of the proposed buyer, and the terms, conditions and price of the proposed sale. RMI shall have thirty (30) days from the date of the ROFR Notice in which to elect in writing to purchase the Station on the terms and conditions contained in the ROFR Notice. If RMI fails to timely exercise its ROFR, MPS shall have the right to sell the Station to the third party identified in the ROFR Notice at the same price and otherwise on substantially the same terms and conditions stated in the ROFR Notice; provided, however, if an agreement for such third party sale is not entered into within six (6) months from the date of the ROFR Notice, or if such agreement is terminated pursuant to its terms without a closing, RMI's ROFR set forth in this Section 20 shall be reinstated and shall apply to any future proposed sale of the Station by MPS. If RMI does not elect to purchase the Station and MPS sells the Station, no consent of RMI shall be required for the assignment of this Agreement by MPS to the buyer, and the buyer shall purchase the Station subject to all of the terms and conditions of this Agreement, except for this Section 20.

21. **COMPLETE AGREEMENT.**

This Agreement contains the entire agreement of the parties with respect to the matters specified herein during the term hereof, and, except as specifically referred to herein, all prior obligations, proposals and agreements relating to the subject matter hereof have been merged herein. This Agreement shall not be modified or amended except by agreement in writing duly executed by the parties hereto.

22. **UNENFORCEABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement

and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC interprets or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provisions of this Agreement in an effort to comply with all applicable FCC rules and policies, while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. If the parties are unable to negotiate a mutually acceptable modified Agreement, then either party may terminate this Agreement upon written notice to the other, and each Party shall be relieved of any further obligations, one to the other, except as specified in the last two paragraphs of Section 10 of this Agreement.

23. **WAIVER OF COMPLIANCE.** The consent to a breach of any term or condition of this Agreement by either party shall not be considered a waiver of such term or condition, and no such breach shall be considered a consent to a subsequent breach.

24. **DISPUTES.**

Any disputes between the parties with regard to this Agreement, if not resolved by the parties, shall be determined exclusively by the courts of the County of Milwaukee for matters arising out of state law and in Federal District Court in the Eastern District of Wisconsin for matters arising under federal law.

25. **GOVERNING LAW.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.

26. **CAPTIONS AND HEADINGS.**

Captions and headings used in this Agreement are for convenience only and shall not be deemed to be part of this Agreement.

27. **NO STRICT CONSTRUCTION.**

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

28. **COUNTERPARTS.**

This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement.

**MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

RADIO MILWAUKEE, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENTS

Attachment A	Programming Standards
Attachment B	Broadcast Training Program
Attachment C	MPS Board Meeting Schedule
Attachment D	MPS Expenses to be Reimbursed by RMI
Attachment E	Reports

WYMS PROGRAMMING STANDARDS

Radio Milwaukee, Inc. (“RMI”) agrees to cooperate with Milwaukee Board of School Directors (“MPS”) in providing programming of the highest possible standard of excellence for Station WYMS and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programming:

I. **Religious Programming.** RMI’s programming for the Station shall not include any religious programming. The subject of religion and any references to particular faiths, tenets, or religious customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

II. **Controversial Issues.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, MPS may require that responsive programming be aired.

III. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual underwriting credit for an underwriter, is prohibited if there is any consideration (direct or indirect) for such mention. (This section does not prohibit the mention of events or activities, where there is no consideration for such mention, as part of the Station’s service to the public – for example a community bulletin board or calendar of events.)

IV. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

V. **Candidates.** RMI will not accept any contributions from candidates for public office and will not include in its programming for the Station any announcements on behalf of candidates for public office. RMI may, if it so chooses, include in its programming for the Station debates or candidate forums, so long as such broadcasts comply fully with all FCC rules and policies.

VI. **Foreign Language Programming.** If RMI delivers any non-English language programming for broadcast on the Station, it shall provide to MPS an English-language transcript of the programming. RMI shall provide such transcript, if possible, at least three (3) business days prior to such broadcast; however, if it is not reasonably possible to do so, RMI shall provide MPS with such transcript within four (4) business days after the broadcast.

VII. **Required Announcements.** RMI shall include in its programming for the Station announcements at the beginning of each hour to identify the Station, in accordance with the FCC’s rules for station identification, and any other announcements that may be required by the FCC’s rules.

VIII. Programming Prohibitions. RMI shall not include any of the following programs or announcements in its programming for the Station:

A. False Claims. False or unwarranted claims for any product or service.

B. Unfair Imitation. Infringements of anyone's rights through plagiarism or unfair imitation of either program ideas or copy, or any other unfair competition.

C. Disparagement. Any disparagement of goods or services.

D. Indecency, Obscenity, Profanity. Any programs or announcements that are obscene, indecent, profane, vulgar, repulsive or offensive, either in theme or treatment.

E. Slanderous, Fraudulent or Misleading Statements. Any statement, announcement, or claim which is slanderous, fraudulent, misleading, or untrue.

F. False or Deceptive EAS Codes or Attention Signals. Any false or deceptive Emergency Alert System ("EAS") codes or Attention Signals or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local area emergency or authorized test of the EAS.

MPS may waive any of the foregoing regulations in specific instances if, in its reasonable judgment, good broadcasting in the public interest will be served thereby.

In any case where questions of policy or interpretation arise, RMI shall submit the same to MPS for decision before making any commitments in connection therewith.

WYMS/RMI BROADCAST TRAINING PROGRAM

Radio Milwaukee, Inc. (“RMI”), as part of its Programming and Services Agreement with the Milwaukee Board of School Directors (“MPS”), agrees to implement the following educational and training programs for the MPS School District. Said programs will focus on the areas of radio broadcast and audio production. RMI or a separate non-profit corporation founded and controlled by RMI will implement the following:

I. **Career Exploration Sessions.** RMI shall coordinate regular career exploration sessions in the areas of radio broadcasting, as well as the audio production and music industries. Said career explorations could include visits from industry professionals, tours, shadowing experiences and concentrated exploration activities through the regular school year as well as summer programs.

II. **Curriculum Based Training.** RMI shall, at its own cost, create middle and high school level curriculum in the area of audio production. Said curriculum could cover audio skills applicable to the radio, television, video, film, music, Internet and theater industries. Said curriculum will complement MPS efforts in information technology, engineering, literacy, music and theater production. This curriculum will be aligned with MPS learning targets and state and national standards for science, literacy and technology. RMI will work with MPS curriculum specialists and specific school staffs to implement these programs at both the middle and high school level.

III. **Customized Educational Programs.** In the situations where the proposed audio production curriculum does not fit into a given school’s educational structure, RMI shall work where possible with that school’s learning team to build a class based program suitable to the educational plan of that particular school. RMI shall also explore working with the MPS Recreation Department, school staff and personnel in technology, music and other disciplines to create classes or after school clubs, or other possible learning opportunities.

IV. **Student Run Internet Station.** RMI, working with MPS, shall create and maintain a student run Internet based radio station. RMI has discussed the following options with specific MPS schools, and will begin with the following possible structure.

A. **MPS Business School.** RMI will attempt to work with a business focused MPS high school to implement the business and marketing elements of the online station.

B. **MPS Technology School(s).** RMI will attempt to work with one or more schools with strong media/technology programs to implement a network for the technical and computer based elements of the MPS online station.

C. **Decentralized Structure.** Though elements of the student Internet station may be located at a specific school, the overall structure will be decentralized, allowing any MPS school that wishes to provide programming to the on-line station to participate.

V. **Broadcast Internships.** RMI will work with MPS to create an internship program at WYMS. Internships will include the areas of programming, production, promotion, fundraising and management. RMI will look at developing a model based on successful youth

apprenticeship and/or cooperative education programs currently existing in the district. Said internship program will also be coordinated with the RMI/MPS Student Internet Station program (see IV above).

VI. **Student Produced Programming.** Programming segments, or edited portions thereof, that are produced by students involved in the intern program, the audio production classes, and students and the Internet station will, at the sole discretion of RMI, be aired on the WYMS broadcast signal.

VII. **Professional Development.** RMI will coordinate and fund a Professional Development In Service for MPS staff involved in this educational effort at a minimum during the first two years of the contract. RMI will also offer ongoing support for teaching staff and industry professionals at specified intervals throughout this period.

VIII. **Other Programs.** RMI shall also attempt to coordinate its activities with the various existing community based media production programs such as those currently provided by Strive Media, Running Rebels, and the Wisconsin Educational Communications Board. RMI shall also attempt to coordinate and/or work with local colleges and universities to capitalize on existing broadcast educational programs.

IX. **Education Director.** RMI shall hire at its own expense a full time Education Director to oversee all of the programs outlined above, and to coordinate said programs with MPS.

X. **MPS/RMI Relationship.** RMI will seek to develop learning experiences which compliment existing programming, enhance District learning targets and work in concert with various programs and disciplines which currently serve MPS students. RMI will work with personnel from the area of Academic Excellence as a gateway to MPS to maintain collaboration and cross-divisional working relationships. MPS will assign an appropriate liaison to maintain these relationships.

MPS Board Meeting Schedule

As specified in Section 3-MPS Programming, all regular and special meetings of the Milwaukee Board of School Directors will be broadcast over the Station.

A typical monthly meeting schedule will have the following meetings:

-4th Thursday -Regular Monthly Board Meeting

It is understood and agreed to that meeting dates may be moved due to holiday schedules or re-scheduled due to the pleasure of the Board. Further, special meetings of the Board may be scheduled at any time. The Office of Board Governance will provide the earliest possible notification regarding re-scheduled or additional meetings.

MPS EXPENSES TO BE REIMBURSED BY RMI

1. Any and all electric utility payments required for the operation of the transmitting equipment for the Station. Any and all other utility payments required for the operation of the Station.
2. Any and all necessary capital expenditures for the operation of the Station (such as the Station's antenna, transmission line, transmitter, STL microwave system, and studio equipment at MPS headquarters) as agreed upon by MPS and RMI. However, if MPS moves the Station's transmitting facilities to a different location, MPS and RMI will discuss whether RMI will be responsible for any capital or other expenditures relating to such move.
3. Payments for the Station's contract engineer, and up to \$12,000 per year for an allocable portion of the salaries and benefits of MPS employees who devote significant portions of their time to Station matters.
4. Any and all insurance premiums of MPS relating to the business and operation of the Station or the ownership of the assets of the Station.
5. The regular monthly payments by MPS under the Station's transmitter site lease.
6. Any and all reasonable attorneys' fees associated with FCC compliance and filings for the Station.
7. Any license fees payable to performing rights societies associated with broadcasts on the Station.
8. All other reasonable expenses incurred by Licensee in good faith, in the ordinary course consistent with past practices, directly in connection with its ownership of the FCC Licenses or otherwise relating to the business and operation of the Station or the ownership of the assets of the Station during the Term.

REPORTS

1. Educational and Training Activities:

- i. A report on the digital programming and production training;
- ii. A summary of the links developed with MPS schools and existing programs within the School system;
- iii. A summary of programming provided on the Student Website;
- iv. A summary of activities related to the training and coordination with MPS teachers and administrators;
- v. A summary of the internships provided at the Station for students;
- vi. A summary of the programs produced by students and broadcast on the Station;
- vii. A summary of other student focused volunteer and training activities offered by RMI.

2. Programming:

- i. A summary of the programming aired on the Station including music, community affairs and other public service programming;
- ii. A summary report on feedback from the community and listeners;
- iii. A summary of promotional ties to local community and cultural groups;
- iv. A summary of local features produced;
- v. The monthly logs of programming;
- vi. Details as to any departures from RMI's adhering to the policies and procedures of the FCC and MPS relating to the operation of the Station, including the prohibition against airing commercials and religious programming as well as compliance with payola and plugola policies.

3. Ratings:

- i. A summary of Arbitron or other ratings reports on the audience of the Station;
- ii. A market summary on the Station and other public radio services in Milwaukee.

4. Financial:

- i. A financial report that includes an annual audited financial statement that reviews RMI's financial operation, including a balance sheet and revenue and expense statement;
- ii. A detailed listing of all expenditures made by RMI for equipment related to the operation of the Station with the year-end market value of the equipment;
- iii. A summary of the value of promotions and spots provided to community and cultural organizations;

- iv. A summary of the value of volunteer time devoted to the operation of the Station.
 - v. Documentation that RMI is a 501(c)(3) nonprofit corporation.
 - vi. Evidence that RMI has the financial support needed, or commitments of financial support, sufficient to conduct its duties pursuant to the Agreement.
5. **Governance:**
- i. Minutes of RMI's board meetings.
 - ii. Minutes of the community advisory board meetings.
 - iii. Strategies, reflected in a business plan or operating plan, that RMI is financially viable and self-sufficient.
 - iv. Evidence that policies have been adopted by RMI to insure adherence with FCC rules concerning commercials and independence of programming decisions from individual commercial interests of staff, volunteers or board members of RMI.
6. **Public File:** An annual review of the public inspection file with any public comments or requests for inspection of the file by the public summarized.
7. **HUB Goals:** A review of the diversity (ethnic, age and gender and residency) of:
- i. The governing board of RMI;
 - ii. The community advisory board;
 - iii. RMI's staff;
 - iv. Volunteers involved with the Station;
 - v. Consultant and contracting services associated with the operation of the Station;
 - vi. A summary of the audience composition of the Station (based upon Arbitron ratings).
8. **CPB Report:** RMI will provide all necessary information needed for the annual report to the Corporation for Public Broadcasting.