



July 15, 2011

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Via Hand Delivery

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

Attention: Audio Division, Media Bureau

**Re: Request for Main Studio Waiver
Lakota Local School District
Noncommercial Educational Station WLHS(FM),
West Chester, OH, Facility No. 36445**

Dear Ms. Dortch:

On behalf of Lakota Local School District (the "District"), the licensee of noncommercial FM broadcast station WLHS, West Chester, Ohio, a waiver is hereby requested of Section 73.1125 of the Commission's Rules (hereinafter referred to as the "Main Studio Rule") to permit the location of WLHS's main studio at the main studio of noncommercial FM broadcast station WMKV, Reading, Ohio. WMKV is a noncommercial station licensed to Maple Knoll Communities, Inc. ("Maple Knoll"), an Ohio non-profit corporation. This arrangement would comply in all respects with the Commission's location requirements for stations' main studios. Lakota requests this waiver to allow it to outsource to Maple Knoll the staffing requirements for its relocated main studio.

The recent economic climate has taken a toll on the District and WLHS. For financial reasons, the District can no longer retain a faculty advisor on staff for the Lakota High School Radio Club. In the past, student members of the Lakota High School Radio Club programmed WLHS and maintained its day-to-day operations, with supervision from the faculty advisor. Without this support, it would be difficult for WLHS to continue its past record of quality operations and commitment to the local community.

The District and Maple Knoll have executed an Operating Agreement which would help alleviate many of WLHS's recent difficulties. The Operating Agreement (copy

attached hereto) would go into effect within thirty (30) days of the Commission's grant of the main studio waiver requested herein. Pursuant to the Operating Agreement, Maple Knoll would provide programming and certain other services to the District, subject to the District's ultimate control. Maple Knoll would provide WLHS with a Chief Operator for WLHS. Maple Knoll also would coordinate the broadcast of public service announcements on WLHS regarding the District's activities and events. In addition, subject to the District's oversight, Maple Knoll would produce one-half hour of programming each quarter for broadcast on WLHS, featuring events and activities at Lakota High School and subjects of interest to area residents and the District's students. To encourage student interest in WLHS, Maple Knoll would create radio internship opportunities for Lakota High School students and provide guest speakers for educational purposes at the Lakota High School Radio Club during the school year.

To help facilitate these arrangements, the Operating Agreement provides for the co-location of WLHS's main studio with WMKV's main studio, provided that the parties first obtain Commission consent to such an arrangement. By co-locating WLHS's main studio at WMKV's main studio, the District will realize valuable economies of scale which would allow it to restore and enhance the noncommercial educational programming provided by WLHS in the ways previously described. WMKV's main studio is located approximately 3.8 miles from the center of West Chester, Ohio, and is within WLHS's principal community contour. Telephone calls to the WMKV main studio from the community of West Chester are local calls. Thus, this arrangement more than complies with the Commission's Main Studio Rule location requirement.

Under the terms of the Operating Agreement, the District would outsource the staffing requirements for its main studio to Maple Knoll. Many persons will be present at the proposed main studio during business hours to perform necessary station functions and assist members of the public or FCC personnel who might visit the studio. However, pursuant to the proposed arrangement, those persons will be employees of Maple Knoll.

Commission precedent requires a licensee to maintain a "meaningful presence" at its station's main studio location. *See Jones Eastern of the Outer Banks, Inc.*, 6 FCC Rcd 3615, 3616 (1991) (defining minimally acceptable "meaningful presence" in the context of main studio requirements), *clarified*, 7 FCC Rcd 6800 (1992). The Commission traditionally considers requests for waivers of its main studio requirements by noncommercial educational stations on a case-by-case basis. *See Main Studio and Program Origination Rules*, 3 FCC Rcd 5024 (1988); *see also Review of the Commission's Rules Regarding the Main Studio and Local Public Inspecting Files of Broadcast Television and Radio Stations*, 13 FCC Rcd 15691, 15695 n.18 (1998). In the context of noncommercial waiver requests, the Commission has expressly and implicitly found "good cause" to exist in numerous instances based upon a showing that centralized operations will provide an economic benefit to noncommercial stations which have limited funding, provided that local service obligations are met. *See, e.g., The President and Board of Trustees of the Miami University*, 7 FCC Rcd 2902 (Audio Services Div., MMB 1992); *The Cedarville College*, 6 FCC Rcd 538 (Audio Services Div., MMB 1991); *Sound of Life, Inc.*,

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4 FCC Rcd 8273 (Audio Services Div., MMB 1989); *Lift Him Up Outreach Ministries, Inc.*, 3 FCC Rcd 5571 (Audio Services Div., MMB 1988); *Georgia State Board of Education*, 70 F.C.C.2d 948 (1979), *recon denied*, 71 F.C.C.2d 227 (1979); *Nebraska Educational Television Comm'n*, 4 RR2d 771 (1965).

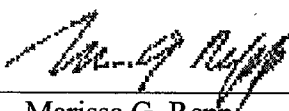
The District submits that the instant request presents substantially the same showing of good cause and public interest benefits as each of the waivers noted above. The proposed WLHS main studio location would be well within the location requirements set forth in Section 73.1125 of the Commission's Rules. Allowing the District to outsource its main studio staffing to Maple Knoll would enable WLHS to serve its listeners in a more effective and efficient manner.

In view of the foregoing, the District requests that the Commission find that the public interest will be served by the consolidation of WLHS's main studio with WMKV's main studio as described herein, and authorize the District to utilize Maple Knoll employees for its staffing needs at the relocated main studio, pursuant to the terms of the Operating Agreement.

As a request by a noncommercial entity, no fee is associated with this filing. Please direct communications concerning this submission to the undersigned in addition to the District.

Respectfully submitted,

REPP LAW FIRM

By: 
Marissa G. Repp

Attorney for Lakota Local School District

Attachment

cc: WLHS Public Inspection File
Peter H. Doyle, Chief, Audio Division, Media Bureau (via e-mail)
Howard M. Liberman, Counsel to Maple Knoll Communities, Inc. (via e-mail)

OPERATING AGREEMENT

BY AND BETWEEN

LAKOTA LOCAL SCHOOL DISTRICT

AND

MAPLE KNOLL COMMUNITIES, INC.

DATED AS OF JUNE 27, 2011

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OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is made this 27th day of June, 2011, by and between Lakota Local School District ("LLSD") and Maple Knoll Communities, Inc.), an Ohio non-profit corporation ("MKC").

RECITALS:

WHEREAS, LLSD owns and operates non-commercial educational FM radio broadcast station WLHS, West Chester, Ohio (the "Station") pursuant to authorizations issued by the Federal Communications Commission ("FCC");

WHEREAS, MKC owns and operates non-commercial educational FM radio broadcast station WMKV, Reading, Ohio, pursuant to authorizations issued by the FCC; and

WHEREAS, LLSD and MKC desire that MKC undertake certain management and operational functions for the Station, as specified in this Agreement, for and on behalf of LLSD;

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. SERVICES PROVIDED BY MKC.

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

- A. **Programming:** Except as otherwise specified in this Agreement, MKC will provide programming for the Station sufficient to fill the Station's entire broadcast schedule, as established by LLSD and MKC. This programming may include original programming created by or for MKC and programming produced by others and contracted for by MKC. All such programming shall comply with all applicable laws, including the FCC's rules and policies, and with the LLSD/WLHS Programming Standards attached hereto as Attachment A.

MKC 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 MKC provides for the Station will be primarily music, and also will include, as ascertained and under the direction of LLSD, public affairs programs and public service announcements, both designed to serve the ascertained problems, needs and interests of the Station's over-the-air service area.

- B. **Studio Facilities:** MKC will assist LLSD in obtaining from the FCC a waiver of the FCC's "main studio" rule, so that MKC can provide the Station's programming from MKC's studio facilities in Springdale, Ohio, and the Station's public file, as required by the FCC's rules, can be maintained at MKC's said studio facilities (the "Main Studio Waiver"). MKC will be responsible for

delivering its programming from MKC's studio facilities to the Station's transmitter site. All facilities and equipment at MKC's studio/office location will remain the property of MKC. MKC also will maintain at MKC's studio facilities the remote control equipment for the Station's transmitter and the required Emergency Alert System ("EAS") equipment, but said EAS equipment will remain the property of LLSD.

- C. Staffing: MKC will provide staffing for the Station sufficient, at least, to fulfill the FCC's Chief Operator requirements for radio stations and monitoring of the Station's EAS equipment. 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. MKC employees, contract personnel and trained volunteers will produce all programming that MKC provides for the Station. MKC will comply with the FCC's EEO rules and policies applicable to radio broadcast stations and will cooperate with LLSD in preparing all required EEO reports for the Station. LLSD will designate personnel with responsibilities to supervise and monitor the operation of the Station sufficient to meet FCC requirements.
- D. MKC will provide technical support for the initial set-up of an LLSD studio for a Lakota High School Internet-based programming service. LLSD will be responsible for all programming and all costs and expenses for the operation of said Internet-based programming service.
- E. MKC will create radio internship opportunities for Lakota High School students. In addition, MKC will provide guest speakers for educational purposes at the Lakota High School Radio Club during the school year.
- F. As ascertained by LLSD and under the direction of LLSD, MKC will cause to be broadcast on the Station announcements for LLSD, in the form of public service announcements, for LLSD events and activities. In addition, and as ascertained by LLSD and under the direction of LLSD, MKC will produce and broadcast on the Station a quarterly program, of approximately thirty (30) minute duration, featuring LLSD events and activities and subjects of interest to LLSD residents and students.
- G. At the beginning of the second year of the term of this agreement, MKC will pay LLSD the sum of Three Thousand Dollars (\$3,000) to assist LLSD in paying for the Station's expenses. At the beginning of the third year of the term of this agreement, MKC will pay LLSD the sum of Twelve Thousand Dollars (\$12,000) to assist in paying the Station's expenses. Comparable payments for any renewal periods pursuant to Section 7 below will be as agreed to by the parties.

2. **RESPONSIBILITIES OF LLSD.**

LLSD and MKC acknowledge and agree that the operation of the Station in compliance with all FCC rules and policies is the ultimate responsibility of LLSD, as licensee. Nothing in

this Agreement shall be construed as limiting, transferring, assigning or relieving LLSD of such responsibility. Without limiting the preceding two sentences, the responsibilities of LLSD shall include:

- A. LLSD shall remain the lessee for the Station's transmitter site and shall promptly pay all rents due, and fulfill all its other obligations, under its lease with Butler County for the Station's transmitter site, and LLSD shall timely exercise all renewal options contained in its lease for said transmitter site. LLSD will maintain all of the Station's transmitter site equipment and will upgrade and replace such equipment as necessary and appropriate.
- B. All facilities and equipment at the Station's transmitter site which belong to the Station will remain the property of LLSD. LLSD shall pay all utilities, insurance and other necessary expenses for the Station's transmitter site.
- C. LLSD is responsible for maintaining the Station's transmitting facilities and public file in full compliance with the FCC's rules and policies. If MKC provides assistance to LLSD in this regard, or in preparing any FCC reports or applications for the Station, and in doing so retains for LLSD and/or the Station engineering or legal services from third parties, LLSD will reimburse MKC or pay such third parties directly.
- D. Subject to the indemnification provisions of Section 10 of this Agreement, LLSD is responsible for any FCC fines or forfeitures applicable to the Station.

3. **OVERSIGHT AND CONTROL.**

LLSD shall retain and exercise oversight and ultimate control of the Station's activities and operations. In this regard, LLSD shall have the right to consult with MKC management, review all MKC records relating to the Station and require regular written reports from MKC, as specified in Section 5 and Section 6 below, including but not limited to summaries of the programming that MKC provides for the Station. LLSD, 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, applications for facility changes and such other filings and reports as may be required by the FCC, including maintenance of the Station's public file. MKC agrees to assist and advise LLSD in all such activities and to prepare all necessary documents, filings and reports for LLSD in a timely manner. Each party will promptly provide the other with copies of any communications it receives from the FCC regarding the Station.

Notwithstanding any other provisions of this Agreement, LLSD shall have the right to:

- (a) reject or refuse to broadcast any program or programming material provided by MKC that LLSD reasonably and in good faith believes is unsuitable or contrary to the public interest and
- (b) substitute a program (or programs) which LLSD reasonably and in good faith believes is of greater local or national importance. In addition, LLSD 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, LLSD shall provide MKC with as much advance notice as is reasonable in the circumstances.

4. **STANDARDS OF OPERATION.**

MKC 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.

5. **FUNDRAISING AND ACCOUNTING.**

MKC may engage in fundraising for the Station, including 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 the FCC's rules and policies and with all other applicable laws.

MKC shall open and maintain a separate account for the Station, called "WLHS Operating Account #1." All funds received by LLSD or MKC from listener contributions or membership dues that are designated for the operation of the Station shall be deposited into this account. MKC shall use WLHS Operating Account #1 to reimburse LLSD for direct Station costs LLSD incurs for the Station pursuant to Sections 1 and 2 above. Within five (5) business days after the end of each quarter, MKC shall provide LLSD with an accounting of all receipts into and payments from Operating Account #1 during such quarter.

If any funds in WLHS Operating Account #1 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.

6. **REPORTING AND LIAISON.**

MKC will submit quarterly written reports to LLSD on MKC's activities with regard to the Station pursuant to this Agreement. Such reports shall include the information specified on Attachment B hereto.

LLSD and MKC 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. The two liaison persons shall meet or confer at least once per month. Part of the function of these liaison persons and their meetings will be to ensure that the problems, needs and interests 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, LLSD shall provide MKC, upon request, with any documents or information in LLSD's possession that MKC reasonably needs in order to perform its obligations and undertakings set forth in this Agreement and to the extent permitted by law, MKC shall provide LLSD, upon request, with any documents or information in MKC's

possession that LLSD reasonably needs in order to perform its obligations and undertakings set forth in this Agreement.

7. **TERM OF AGREEMENT.**

Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence at a mutually agreeable date within thirty (30) days of the grant by the FCC (including the Media Bureau pursuant to delegated authority) of the Main Studio Waiver and shall continue in full force and effect for three (3) years, and shall be automatically renewed for two (2) successive terms of two (2) years each, unless notice of non-renewal is provided pursuant to Section 8 below.

8. **TERMINATION.** Notwithstanding the term of this Agreement set forth in Section 7 above, this Agreement may be terminated as follows:

- A. LLSD may terminate this Agreement upon thirty (30) days written notice to MKC 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. MKC may terminate this Agreement upon one hundred eighty (180) days written notice to LLSD if, in the reasonable discretion of MKC, MKC determines that MKC's performance of its duties under this Agreement is being frustrated or impeded by the action or inaction, voluntary or involuntary, of LLSD, or due to any other cause beyond MKC's reasonable control; however, MKC must first provide LLSD with specific notice of its basis for any such termination, and LLSD shall have ninety (90) days within which to cure any such stated basis.
- D. Either LLSD or MKC may terminate this Agreement at the end of the initial term hereof or of any renewal term, for any reason, by giving at least ninety (90) days advance written notice to the other party.

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, MKC's obligation to provide LLSD with any documents and information required under the FCC's rules, and indemnification obligations as specified hereunder.

If this Agreement expires or terminates for any reason, MKC shall pay to LLSD, within sixty (60) days after the effective date of such termination, the balance in WLHS Operating Account #1; provided, however, if any funds in WLHS Operating Account #1 are from restricted grants, gifts, or contracts, such funds may be used only in a manner consistent with such restrictions.

9. **INSURANCE.**

LLSD shall maintain in full force and effect during the term of this Agreement and any extensions or renewals thereof:

- (1) Property insurance (including theft and damage) adequate to repair or replace all of LLSD's equipment used for the Station; and
- (2) Broadcasters errors and omissions (media liability) insurance for at least \$500,000 per occurrence/\$500,000 aggregate.

MKC 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 \$500,000 per occurrence/\$500,000 aggregate;
- (b) Workers' compensation for all MKC employees – as required by law;
- (c) Employers liability – at least \$500,000 per occurrence;
- (d) Property insurance (including theft and damage) adequate to repair or replace all of MKC's equipment used for the Station; and
- (e) Auto liability – at least \$1,000,000 per occurrence.

The insurance policies described in clauses (a), (b) and (e) above shall name LLSD as an additional 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 LLSD or MKC. Insurance companies must be reasonably acceptable to LLSD and must have a current A.M. Best rating of "A-" or better.

10. **INDEMNIFICATION.**

In case any action in court, claim, or proceeding before an administrative agency is brought against LLSD or any of its officers, agents, or employees which relates to the failure, omission, or neglect of MKC, 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 MKC, its officers, agents, and employees, MKC shall defend, indemnify, and save harmless LLSD and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. LLSD shall tender the defense of any claim or action at law or in equity to MKC or MKC's insurer, and upon such tender, it shall be the duty of MKC or MKC's insurer to defend such claim or action without cost or expense to LLSD or its officers, agents, or employees. MKC shall be solely responsible for the conduct and performance of the services required of MKC 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 MKC or any of its officers, agents, or employees which relates to the failure, omission, or neglect of LLSD, 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 LLSD, its officers, agents, and employees, LLSD shall, to the extent permitted by Ohio law, defend, indemnify, and save harmless MKC and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. MKC shall tender the defense of any claim or action at law or in equity to LLSD or LLSD's insurer, and upon such tender, it shall be the duty of LLSD or LLSD's insurer to defend such claim or action without cost or expense to MKC or its officers, agents, or employees. LLSD shall be solely responsible for the conduct and performance of the obligations required of LLSD under the terms and conditions of this Agreement and for the results therefrom.

11. 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.

12. 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 LLSD:

Mr. Chris Passarge
Lakota Local Schools
5572 Princeton Road
Liberty Township, OH 45011

If to MKC:

Mr. George Zahn, Station Director
WMKV Radio
11100 Springfield Pike
Springdale, OH 45246

13. 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.

14. **ASSIGNMENT.**

Except as set forth in Section 15 below, 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.

15. **RIGHT OF FIRST REFUSAL.**

During the term of this Agreement, LLSD hereby grants MKC a right of first refusal ("ROFR") to purchase the Station and the assets owned by LLSD which are used or useful in the operation of the Station. If LLSD 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 LLSD shall notify MKC, pursuant to Section 12 herein, 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. MKC shall have thirty (30) days from the date of the ROFR Notice ("ROFR Election Period") in which to elect in writing to purchase the Station on the terms and conditions contained in the ROFR Notice. If MKC fails to timely exercise its ROFR, LLSD 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, that such sale must be consummated within eighteen (18) months after the expiration of the ROFR Election Period. If such sale is not consummated within such eighteen (18) month period, MKC's ROFR set forth in this Section 15 shall be reinstated and shall apply to any future proposed sale of the Station. LLSD hereby represents that there currently are no agreements with any third parties involving future ownership, operation, programming or management of the Station.

16. **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.

17. **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 Section 10 of this Agreement.

18. **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.

19. **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 State of Ohio for matters arising out of state law and in Federal District Court in the Southern District of Ohio for matters arising under federal law.

20. **GOVERNING LAW.**

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

21. **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.

22. **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.

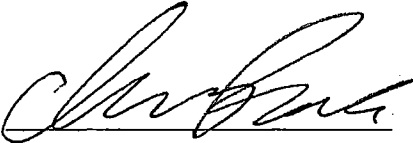
23. **COUNTERPARTS.**

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

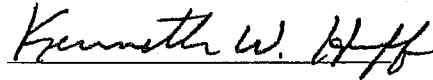
IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement as of the first date set forth above.

LAKOTA LOCAL SCHOOL DISTRICT

MAPLE KNOLL COMMUNITIES, INC.

By: 

Title: EXECUTIVE DIRECTOR
BUSINESS OPERATIONS

By: 

Title: Executive Vice President
& Chief Financial Officer

ATTACHMENTS

Attachment A

Programming Standards

Attachment B

Reports

WLHS PROGRAMMING STANDARDS

Maple Knoll Communities, Inc. ("MKC") agrees to cooperate with Lakota Local School District ("LLSD") in providing programming of the highest possible standard of excellence for Station WLHS and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programming:

I. **Religious Programming.** MKC's programming for the Station shall not include any religious programs. 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, LLSD 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.** MKC 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. MKC 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 MKC delivers any non-English language programming for broadcast on the Station, it shall provide to LLSD an English-language transcript of the programming. MKC 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, MKC shall provide LLSD with such transcript within four (4) business days after the broadcast.

VII. **Required Announcements.** MKC 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.** MKC 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.

LLSD 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, MKC shall submit the same to LLSD for decision before making any commitments in connection therewith.

REPORTS

Quarterly reports to be supplied to LLSD shall include:

1. A programs and issues list that is also placed in the Station's public file, comprising five to ten of the most significant problems, needs and interests in the Station's service area during the past quarter and how the Station dealt with those issues in its programming during the quarter.
2. An update on any equipment additions or changes made involving MKC-owned property at the transmitter site or any LLSD-owned property at the studio site.
3. An update on internship and instructional interaction between MKC and LLSD.
4. An account update on payments to and copies of receipts from WLHS Operating Account #1.