NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. **Ownership / Control of WVPH**. PHS is the duly authorized FCC licensee of WVPH and pursuant to FCC regulations, PHS shall at all times exercise direction and control of the operation of WVPH. PHS shall at all times retain sole ownership of the facilities at Piscataway High School and Rutgers shall maintain sole ownership of its facilities on the Livingston Campus. The transmitter, related equipment, and broadcast antenna at the Livingston Campus tower shall be jointly owned by Rutgers and PHS.

2. **Management of WVPH.**

A. The parties shall establish a Coordinating Committee for WVPH-RLC ("WVPH-CC" or "Committee") for the purpose of managing the joint programming effort established by this Agreement, fostering the growth of WVPH as a radio station and of WVPH-RLC as an organization, and overseeing the disbursement of joint funds and the payment of joint expenses. The Committee shall have seven members, four of whom shall be appointed by PBOE, and three of whom shall be appointed by Rutgers. The PHS student Station Manager and RLC student General Manager shall be non-voting members of the Committee *ex officio*. The following shall be voting members of the Committee:

i. Piscataway Director of English Curriculum & Instruction
ii. PHS English Department Chairperson
iii. PHS Radio Broadcasting Teacher or administrative designee
iv. PHS Administrator for WVPH (General Manager, WVPH)
v. Rutgers Faculty/Staff Advisor to RLC Radio
vi. Station Advisor to RLC Radio
vii. RLC Radio appointed designee

B. The committee shall meet a minimum of four times each calendar year. The first meeting of each year of the term of this Agreement shall be held not later than March 1, and the time and place of the remaining meetings shall be established by the vote of a majority of the members of the Committee.

C. Each member of the Committee shall serve for the duration of his or her related position (e.g. "English Department Chairperson") unless otherwise agreed upon by the Committee. RLC Radio shall appoint its designee on an annual basis.

D. The voting members of the Committee shall, by the