

MEMORANDUM OF UNDERSTANDING
CONCERNING THE USE OF
YOUNGSTOWN STATE UNIVERSITY'S SCA FACILITIES
TO PROVIDE A RADIO READING SERVICE FOR
READING TO HANDICAPPED PERSONS
July, 1, 2021 – June 30, 2022

This memorandum is made this first day of July, 2021, and is intended to set forth basic understandings agreed to by Youngstown State University and the Youngstown Area Goodwill Industries, Inc., concerning the use of WYSU-FM's sub-carrier to provide Radio Reading Service programs for the benefit of reading-handicapped persons.

UNDERSTANDINGS

The University and Goodwill Industries, subject to whatever approval is necessary from their respective Boards of Directors have reached a general agreement with the respect to the following matters:

- a. Goodwill Industries will originate programming for the Radio Reading Service from its own studios, with legal control of its programming vested in WYSU-FM, as agent of the licensee of the station;
- b. Goodwill Industries will follow a program schedule which will be available to YSU upon request;
- c. Goodwill Industries will maintain program logs of each day's operation and shall make copies, of the same available to WYSU-FM at their request;
- d. Goodwill Industries will provide responsible and qualified personnel to produce SCA programming;
- e. Goodwill Industries agrees to delete programming which reasonably may be deemed objectionable by the Director of WYSU-FM. In the event the Reading Service does not provide acceptable material for that which is objectionable, WYSU-FM may substitute its own programming for the objectionable material;
- f. Goodwill Industries agrees to maintain records as to the location of all sub-channel receivers and shall make a copy of these records available to WYSU-FM in the event that Federal Communications Commission Rules and Regulations so stipulate;
- g. Goodwill Industries agrees to maintain at its expense any studio tie-in circuits;
- h. Goodwill Industries will be the employer of the persons hired for the service and will have the right to select and control or discharge personnel;

- i. Goodwill Industries agrees to pay the cost of the acquisition of additional equipment which may be mandated by the Federal Communications Commission for delivery of the SCA signal and to pay the cost of replacing equipment currently used for such delivery should replacement reasonably be deemed necessary by the Director of WYSU-FM. Equipment replacement shall be limited to the following: SCA generator, limiter, clipper, rack shelf, patch panel, SCA monitors, program amplifiers, and audio distribution amplifiers;
- j. Goodwill Industries agrees to purchase, install and maintain studios and equipment for programs produced at its own facility;
- k. Goodwill Industries agrees to pay telephone line charges associated with the SCA service;
- l. Goodwill Industries agrees to furnish, install, maintain and service at its own expense all SCA receivers made available to subscribers of the SCA transmission;
- m. Goodwill Industries agrees not to advertise the products or services of any commercial enterprise during SCA broadcasts;
- n. Goodwill Industries shall give advance notice and secure the consent of the University before engaging in any remote broadcasts of the Radio Reading Service. Consent for such remote broadcasts shall not be unreasonably withheld by the University;
- o. Goodwill Industries agrees to identify the Radio Reading Service as made possible through the corporation of Youngstown State University, WYSU-FM, and Goodwill Industries;
- p. Goodwill Industries agrees to indemnify and hold Youngstown State University and WYSU-FM harmless for any liability which may otherwise attach to the University in connection with this Memorandum of Understanding arising as a consequence of the acts or omissions of the Radio Reading Service as operated by Goodwill Industries, its officers, agents or employees;
- q. Goodwill Industries agrees to pay the University \$5,400.00 per year, payable in monthly installments of \$450.00 for the use of sub-carrier for the length of this contract.

The University agrees:

- a. To install, maintain, and operate all equipment at the WYSU-FM transmitter and studios associated with this service, provided that this obligation shall be suspended during circumstances beyond control of WYSU-FM;
- b. To accept full responsibility for compliance with Federal Communications Commission technical standards for the operation of the Sub-Carrier transmission;
- c. To provide, at no additional cost to the Radio Reading Service, management consultation in decisions involving both production and receiving equipment;

The parties mutually agree that discussion for any further memorandum of understanding will take place at least 90 days before expiration of this Memorandum of Understanding.

FOR GOODWILL INDUSTRIES



Mark Goloja, CEO

4-29-21

Date

FOR YOUNGSTOWN STATE UNIVERSITY



Gary Sexton, Director, WYSU-FM

4/27/21

Date