

**Wisconsin Public Broadcasting Affiliation Agreement
Between
The Wisconsin Educational Communications Board
and
The Board of Regents of the University of Wisconsin System**

Fiscal Year 2024

This agreement is entered into in accordance with Subsections 36.25(5) and 39.14(4), Wisconsin Statutes, which directs the Board of Regents of the University of Wisconsin System and the Wisconsin Educational Communications Board (ECB) (each a “licensee”) to enter into an affiliation agreement for the operation of public broadcasting in Wisconsin (the partnership is referred to as “Wisconsin Public Broadcasting”). The Board of Regents of the University of Wisconsin System’s authority for operation is delegated to the University of Wisconsin-Madison, division of Wisconsin Public Media (WPM)). The purpose of this agreement is to establish a framework for the joint operation of PBS Wisconsin (PBS Wisconsin) and Wisconsin Public Radio (WPR). The following provisions constitute the terms of the affiliation agreement.

I. General Provisions

- A. This agreement pertains to PBS Wisconsin and WPR consisting of the following stations, together with affiliated stations, jointly referred to as Wisconsin Public Broadcasting.

PBS Wisconsin

University of Wisconsin
WHA–Madison

Educational Communications Board
WPNE–Green Bay W24CL-D– Grantsburg
WHWC–Menomonie W30DZ-D–Fence
WLEF–Park Falls W29ET-D–Coloma
WHLA–La Crosse W17DZ-D–Sister Bay
WHRM–Wausau W19EN-D–River Falls
W16DU-D–Bloomington

Wisconsin Public Radio

University of Wisconsin
WLSU–La Crosse
WUEC–Eau Claire
WVSS–Menomonie
KUWS–Superior
WHA–Madison
WHID–Green Bay
WRFW–River Falls
WRST–Oshkosh
WUWS–Ashland
W300BM–Madison
W262DD–Janesville

Educational Communications Board
WERN–Madison
WHND–Sister Bay, Door County
WHRM–Wausau
WHSB–Brule, Superior
WSSU–Superior
WHAA–Adams
WPNE–Green Bay
WHAD–Delafield, Milwaukee
WHBM–Park Falls
WHDI–Sister Bay, Door Co.
WHHI–Highland, Dodgeville
W215AQ–Madison, Middleton
WHLA–La Crosse
WHWC–Menomonie, Eau Claire
WLBL-AM–Auburndale, Stevens Point
WLBL-FM–Wausau
WSSW–Platteville
W265DC – Marshfield
W256CZ – Stevens Point
WHWA–Washburn
WHSF–Rhineland
W267BB – Wausau

WPR Affiliates

WGTD–Kenosha
WSHS–Sheboygan
WEPS–Elgin, Illinois
W227BM–Lake Geneva
W269BV–Elkhorn

- B. No provision of this agreement shall be applied or interpreted in such a way as to infringe on the authority or responsibilities of either party as public broadcasting licensees.
- C. The Executive Director of WPM and the Executive Director of ECB shall jointly direct Wisconsin Public Broadcasting.

II. Joint Appointments

- A. The Directors of PBS Wisconsin and WPR shall be joint appointments between WPM and ECB and shall report to both the Executive Director of WPM and Executive Director of ECB.
- B. Other staff appointments may be made as joint appointments with the approval of both parties.

III. Programming

- A. Each licensee retains authority over programming on the stations licensed to it. It is the intent and expectation of the partnership that each licensee will broadcast substantially identical programming schedules across the PBS Wisconsin and WPR statewide networks. PBS Wisconsin and WPR may carry regionalized interstitials (underwriting) and locally relevant public service announcements. Additionally, WPR may permit affiliated UW campus stations to air limited student-produced programming.
- B. Programming shall comply with the policies of the licensees including those obligations to meet Federal Communications Commission (FCC) regulations for noncommercial broadcast stations.
- C. Programming decisions shall be in accordance with the document known as the “*Code of Editorial Integrity*” which has been incorporated into the programming policies of both the WPM and ECB.
- D. WPM and ECB shall hold joint copyright to all original productions created by PBS Wisconsin and WPR. The authority to license or distribute such programming to third-party entities on behalf of the partnership is delegated to WPM. Additionally, both WPM and ECB may procure programming on behalf of both entities to be distributed by Wisconsin Public Broadcasting.

IV. Staff

- A. Consistent with WPM and ECB policy and with the approval of both the Executive Director of WPM and Executive Director of ECB, staff employed by either licensee may be assigned to work under the supervision of the other licensee. Staff so assigned shall continue to be subject to employment rules of their originating employer. WPM and ECB agree to cooperate with the other as each endeavor to comply with university or state policies related to employment.

V. Budget

- A. There shall be an annual integrated budget for Wisconsin Public Broadcasting approved by both licensees including the fiscal and staff resources provided by each licensee to Wisconsin Public Broadcasting. Staff and resources shall be identified by funding source and by major function. Such budget may be modified by the agreement of the parties.

- B. The annual integrated budget shall be reviewed quarterly by both the Executive Director of WPM and Executive Director of ECB and revised as necessary.
- C. Each licensee shall provide the other with detailed operating budget documentation, fiscal, programmatic and technical information, upon request of the other.

VI. Duties of Directors of PBS Wisconsin and Wisconsin Public Radio

- A. Consistent with WPM and ECB policy and subject to both the Executive Director of WPM and Executive Director of ECB, authority for operational decisions are delegated to the Directors of PBS Wisconsin and WPR.
- B. The Directors of PBS Wisconsin and WPR shall:
 - 1. Ensure that programming conforms to the policies of the licensees.
 - 2. Ensure that policies of WPM and ECB are adhered to, including but not limited to the financial, human resources and information technology policies of the university and/or state.
 - 3. Monitor expenditures and revenues to ensure that they conform to approved budgets and provide both the Executive Director of WPM and Executive Director of ECB quarterly financial reports.
 - 4. Recommend strategic and annual operating plans to both the Executive Director of WPM and Executive Director of ECB.
 - 5. Inform both the Executive Director of WPM and Executive Director of ECB in a timely manner of significant planned programming and scheduling changes.
 - 6. Represent the licensees and constituent interests to 501(c)(3) support organizations, respectively Friends of PBS Wisconsin and the Wisconsin Public Radio Association. Assure timely review and renewal of Affiliation Agreements between licensees and 501(c)(3) entities and keep licensees informed of significant matters of interest between the 501(c)(3) entities and PBS Wisconsin and WPR.

VII. Operating Coordination

- A. The Executive Director of WPM and the Executive Director of ECB shall each inform the other of any changes in their entity's operations which would affect the other party's operations or Wisconsin Public Broadcasting in any significant way.
- B. Operations of Wisconsin Public Broadcasting shall be reviewed periodically by both the Executive Director of WPM and Executive Director of ECB to identify potential efficiencies through coordination of functions.

VIII. Maintenance and Use of Facilities

- A. WPM and ECB agree that it is in the best interest of Wisconsin Public Broadcasting to delegate tower and transmitter infrastructure management to ECB. As ECB employs a staff of engineers across the state with the skills and knowledge necessary to manage, operate, repair and replace, as necessary, the tower and transmitter sites and equipment, creating efficiencies for both WPM and ECB by managing these activities in a single unit.
- B. WPM and ECB shall grant to each other the use of equipment and space necessary for the operation of the state television and radio networks including appropriate access to office, studio, production and transmission facilities as necessary to ensure full compliance with FCC and Corporation for Public Broadcasting requirements for broadcast licensees.

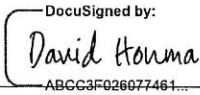
IX. Effective Dates

- A. This agreement shall be effective for the period July 1, 2023 through June 30, 2024.
- B. This agreement shall be reviewed annually and shall remain in effect until it is revised or terminated upon mutual agreement of the parties.



Marta S. Bechtol - Executive Director,
Wisconsin Educational Communications Board

Date: 6/12/2023

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David Honma - Assistant Vice Chancellor for Business Services
and Controller, University of Wisconsin-Madison

Date: 6/9/2023



Heather L. Reese - Executive Director,
Wisconsin Public Media, University of Wisconsin-Madison

Date: 6/12/23