

December 4, 2000

NOTICE TO RESIDENTS OF THE MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT,  
WISCONSIN

An open meeting of the **PUBLIC TELEVISION COMMITTEE** of the Milwaukee Area Technical college District Board, Wisconsin will be held in **ROOM C442, 10/36 CONFERENCE ROOM**, 1036 N. 8<sup>TH</sup> Street, Fourth Floor, Milwaukee, Wisconsin, on **THURSDAY, DECEMBER 14, 2000**, beginning at **5:00 P.M.**

The agenda for said meeting is presented as follows:

- A. Roll Call**
- B. Compliance with the Open Meetings Law**
- C. [Approval of Minutes – November 16, 2000 – Attachment 1](#)**
- D. Comments from the Public**
- E. Action Items**
  - 1. [Recommendations on Friends Membership Lists – Attachment 2](#)
- F. Discussion Items**
  - 1. General Manager's Report
  - 2. [Friends Report – Attachment 3](#)
  - 3. [Memorandum of Understanding Consortium Agreement – Attachment 4](#)
  - 4. [Policy I0601 Shared Purchase Agreement – Attachment 5](#)
- G. Information Items**
  - 1. [Monthly Advertising Fund Expenditures, November/December 2000 – Attachment 6](#)
  - 2. [Monthly Bills, November 2000 – Attachment 7](#)
  - 3. [WMVS/WVMT Production Assignments – Attachment 8](#)
- H. Miscellaneous Items**
  - 1. Committee Member comments
  - 2. Communications and Petitions

3. Information Items

**I. Old Business/New Business**

1. Next Committee Meeting: **THURSDAY, JANUARY 18, 2001** at 5:00 p.m. in the 10/36 Conference Room, 1036 N. 8<sup>th</sup> Street

**COMMITTEE MEMBERS:** Earle, Killebrew, Moeser

**J. Possible Litigation\***

- K. Committee may reconvene in to Open Session to take action on matters Discussed in Closed Session under Item J.**

**L. Possible Litigation**

**\*It is anticipated that this item may be discussed in closed session pursuant to Section 19.85(1)(g) Wisconsin Statutes.**

**MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT BOARD  
Public Television Committee Minutes**

**DATE:** November 16, 2000  
**TIME:** 5:00 p.m.  
**PLACE:** Milwaukee Public Television Conference Room, Milwaukee Campus

**COMMITTEE MEMBERS PRESENT:** Elliott Moeser, Ms Killebrew arrived at 5:17 p.m.  
**EXCUSED:** Peter Earle

**MATC STAFF PRESENT:** Dr. Birkholz, Joe Bauer, Mike Behlen, Ellis Bromberg,  
Ken Kobylarz, Karen Wierschem

**GUESTS PRESENT:** Allyson Olivier, Richard Robbins

**ITEM A: ROLL CALL**

Roll called showed that Dr. Moeser and Ms. Killebrew were present.

**ITEM B: COMPLIANCE WITH THE OPEN MEETINGS LAW**

The November Public Television Committee meeting was noticed in compliance with the requirements of the Open Meetings Law.

**ITEM C: APPROVAL OF MINUTES – October 23, 2000 - Attachment 1**

**Motion:** Motion, Dr. Moeser, second Ms. Killebrew to approve the October 23, 2000 PTV Committee Minutes.

**Action:** Motion passed.

**ITEM D: COMMENTS FROM THE PUBLIC**

None were noted.

**ITEM E: ACTION ITEMS**

1. Recommendations on Friends Membership Lists – Attachment 2

**Discussion:** The Committee decided to table this discussion until December.

Action: No action taken.

2. Acceptance of Community Outreach Grant and Partnership Agreement - Attachment 3

Discussion: Mr. Bromberg explained that this is a follow-up to the program ***Through One City's Eyes*** and the traveling museum, which has been on display in various locations. Acceptance of this grant will permit the traveling museum to continue through Spring, 2002.

Dr. Moeser asked why grants such as this pass through the College. Mr. Bauer responded that we have to identify for PBS and CPB who donors are of grants like this. As a benefit the stations receive non-federal financial support as well as an administrative fee when the money passes through our books. Dr. Moeser asked if there is a policy regarding grant money flowing through the College. It was decided to put the item of a policy on next month's agenda. However, it should be noted that these are good programs and this allows our name to be associated with this type of venture.

Motion: Motion Dr. Moeser, second Ms. Killebrew to approve acceptance of additional outreach grants and to approve a contract not to exceed \$21,340 with the Duncan Group, Inc. to produce and coordinate all aspects of the *Through One City's Eyes Traveling Museum*.

Action: Motion passes.

**ITEM F: DISCUSSION ITEMS**

1. General Manager's Report

Discussion: Mr. Ellis Bromberg, General Manager, reported the next Ready To Learn Workshop would feature Clifford The Big Red Dog. The ***Dollar Signs*** series will tape its last episode today, as additional funding for the series could not be found. Two individuals from the stations have won Regional Emmy Awards: Darlyne Heartlein for her short feature on ***Jeff and Mister Rogers*** and Rick Horowitz for a commentary featured on ***Interchange***. The production team for ***I Remember Milwaukee*** was also nominated.

On the Federal level there is no consensus yet in the U.S. House and Senate on the final resolution of the FY2001 Funding Bill.

The five finalists for the Manager of Program Production will be interviewed this week and it is hoped a selection will be made next week.

Mr. Bromberg attended the PBS Annual Meeting and brought the Committee up to date on several important announcements. The critically acclaimed reality series ***American***

**High** will begin airing on PBS. Several episodes originally aired on the Fox network, but received poor ratings and were discontinued. **Life in Bold**, a new magazine series, will be co-produced with ABC-TV's **Nightline**, and will begin airing next fall. Also in the planning stages is a program entitled **Public Square**, a weekly 2-hour live broadcast that will review all that is newsworthy, from art to politics. Also, there will be a newly appointed Chicago-based programming Vice-President who will work with stations in the Midwest on potential national programs.

A majority of PBS stations voted to direct PBS management to give thought to an education strategy for the system, which will help to acquire additional funding, and the development of a new business model. A national agreement, in principle, between Time Warner Cable and PBS, which should ensure a spot for our digital channels on local Time Warner systems has been approved by the required threshold of PBS stations.

## 2. Friends Report – Attachment 4

Discussion: Ms. Allyson Olivier, Auction Manager, is filling in for Mr. McLoughlin. The annual November/December Pledge drive will begin on Saturday, November 25, 2000. New this year prime-time special programs will be re-aired on weekday afternoons to increase exposure. It is hoped this will generate additional funds. This year a series of flyers were sent targeting specific groups of the community. Ms. Olivier passed these out to the Committee.

This year's co-chairs for the Great TV Auction are William Penzy, President and owner of Penzy pieces and Marlene Papham, a 17-year veteran of the Auction. Featured artist this year include David Lenz, Terry Doughty, and Carol Norling. Another new feature this year is the 'Take a Front Seat for Public Television' chair decorating contest.

Underwriting is ahead of goal. Ms. Olivier also distributed the PBS annual income survey for FY99 (a copy is not available electronically). Compared to other like-size markets The Friends are continually above average in income and below average in expenses. The Friends are very proud of these statistics.

## 3. Report on Local Programming

Discussion: Mr. Bromberg distributed a report on local programming as a result of questions raised at the October full Board meeting. Dr. Birkholz recommended Mr. Bromberg draft a short memorandum to be attached to be this handout and distributed at the November full Board meeting.

## **ITEM G: INFORMATION ITEMS**

1. Monthly Advertising Fund Expenditures, October/November/December, 2000 – Attachment 5

The monthly advertising fund expenditures were noted.

2. Monthly Bills, October, 2000 – Attachment 6

The monthly bills were noted.

**ITEM H: MISCELLANEOUS ITEMS**

1. Committee Member Comments

Dr. Moeser inquired about a request he made at the October meeting calling for a letter to be sent to Congress regarding a possible decrease in Federal funding for public television stations. Mr. Bromberg informed the Committee that national public broadcasting organizations may soon be encouraging affiliates to send positive letters thanking Congress for considering the options and urging them to reconsider the level of their support. Mr. Bromberg urged the committee to hold off on any letter until we see how options play out. Dr. Moeser did not believe that a positive spin need be the Committee's position. This Committee is encouraging adequate and appropriate funding for public broadcasting and is concerned about the timing of a letter. Dr. Moeser requested Mr. Bromberg work with Dr. Birkholz on this issue.

2. Communication and Petitions

3. Information Items

**ITEM I: OLD BUSINESS/NEW BUSINESS**

1. Date of next meeting:

**THURSDAY, DECEMBER 14, 2000 at 5:00 P.M. in the TV CONFERENCE ROOM,  
Room C444, 1036 N. Eighth Street, Milwaukee, WI 53233**

**ADJOURNMENT**

Being no further discussion, the meeting adjourned at 5:50 p.m.

Respectfully submitted,

Karen A. Wierschem  
Administrative Specialist

## PTV ATTACHMENT 2

To: PTV Committee  
From: Ellis Bromberg  
Date: November 6, 2000  
Re: Friends' Donor List Agreement

At its October 13 meeting, the PTV Committee asked Staff for additional background on possible responses to the Channel 10/36 Friends Board's unwillingness to sign the Membership Lists Agreement and Resolution approved by the MATC Board in August.

As you are aware, former MATC General Counsel Bill Roden consulted with our Washington Attorney, Todd D. Gray of Dow, Lohnes & Albertson, about options for the MATC Board to consider. As indicated in my October 11 memo to the PTV Committee, Staff concurs with Mr. Gray's identification of three options for the Board to consider:

### **1) Strike clauses from the Agreement and Resolution to which the Friends Board objects that address "loyalty" of the Friends Board to the College.**

#### ADVANTAGES:

- + The station would have a current agreement with the Friends that should satisfactorily address CPB certification requirements.
- + The agreement would represent a "truce" between the College and Friends whose public dispute may be inhibiting contributions to the station.

#### DISADVANTAGES:

- Such a decision may be viewed as a "retreat" by the College, leading to the conclusion that the Friends' loyalty to the College is no longer important.
- Approving the agreement without any conditions of loyalty may establish a precedent, undercutting future attempts to add "loyalty" language to similar documents.

### **2) Agree to strike problematic clauses but couple it with a call for a summit that would result in a "memorandum of understanding" that would address the "loyalty" issues.**

#### ADVANTAGES:

- + As above, the station would have a current agreement with the Friends that should satisfactorily address CPB certification requirements.
- + As above, the agreement would represent a "truce" between the College and Friends whose public dispute may be inhibiting contributions to the station.
- + A summit could be perceived as a positive initiative by MATC to effect a dialogue and reach a meaningful agreement to a dispute that has caused significant problems between two symbiotic organizations.

#### DISADVANTAGE:

- If a summit does not lead to a meaningful agreement we would be at a true impasse,

having wasted time and leaving ourselves with few alternatives.

**3) Reject any changes to the Agreement and notify the Friends Board that their failure to sign will lead to the establishment of a new support organization for the stations.**

ADVANTAGES:

+ This approach represents the most dramatic statement that “loyalty” is not negotiable, which may best reflect the current position of the Board.

+ A new support organization could, by its very charter, be required to be loyal to the College’s control of the stations and to provide all information they gather to MATC, ensuring that similar disputes will be avoided in the future.

DISADVANTAGES:

- The College has no idea whether a new fund raising arm could be as successful as the Friends have been. The decision to rebuild one from scratch should not be made without a detailed study. The College has not authorized such a study to this point, and would have to fund one.

- A transition period from the Friends to a new support organization could be disastrous both financially and politically. The possibilities exist that, for at least some period of time, no group would be effectively coordinating fund raising for the station, that Friends donors, Board, staff, and volunteers might turn against the station publicly, and that state officials and regulators would look askance at how MATC has handled the situation.

We hope this information, weighing some of the advantages and disadvantages of each of the options outlined by Mr. Gray, will enable the Committee to move ahead on this matter.

# DL&A

## MEMORANDUM

TO: Bill Roden  
FROM: Todd D. Gray  
DATE: September 15, 2000  
RE: Friends' Donor List Agreement

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You have shared with me the preliminary response of the Channel 10/36 Friends, Inc. ("Friends") to the donor list Agreement proposed by MATC, and you have asked for my reaction to its response.

I understand that Friends is willing to enter into the Agreement, except that it is not inclined to agree with Section 6 of the Agreement, which states as follows:

6. MATC Ownership and Control of Stations. MATC and Friends agree that their continuing relationship requires a commitment on both parties' parts to the mission of the Stations. Both parties will use best efforts in good faith to cooperate in insuring that the licenses for the Stations remain in the possession and control of MATC. Friends agrees that, without the consent of MATC, it shall neither take nor support any action that would or could result in transfer or loss of the Stations' licenses by MATC, or the re-licensing of the Stations to any party other than MATC.

I will confess that, in drafting Section 6 on MATC's behalf, I believed that the provision embodied a fundamentally fair concept of loyalty -- one element of the proper relationship between MATC, the licensee of the public television stations, and Friends, which exists (as I understand it) solely to support the MATC stations. In exchange for the right and privilege to speak for and on behalf of MATC's stations in seeking public and corporate support, the provision merely asks Friends to agree to be loyal to the institution it was formed and exists only to support.

The Friends surprising unwillingness to make a commitment of loyalty leaves MATC with three basic options, as I see it.

First, MATC could take the position that the loyalty issue is essentially irrelevant to the donor list matter, and that it does not need to be resolved at this time. The donor list matter, however, does need to be resolved in order to ensure continued eligibility to receive CPB grants for the stations. Under this approach, Section 6 would be deleted from the Agreement, without any further understanding or resolve with respect to the loyalty question.

Second, MATC could take the position that, although it needs to resolve the donor list matter now, and it is willing to delete Section 6 from the Agreement for the time being, the loyalty issue is important enough that it needs to be addressed in the near term. Under this approach, MATC would execute the Agreement without Section 6 if Friends will make a commitment to sit down and discuss the loyalty issue at some specific future time. MATC would expect Friends to articulate whether it is indeed unwilling to commit loyalty to the institution it is supposed to support, or whether there is some difficulty with the wording of Section 6, etc.

Third, MATC could insist on the inclusion of Section 6 and, if Friends declines, begin the process of disengaging from its relationship with Friends. Unless there are constraints under State law, my view is that Friends can carry on its essential functions only with the concurrence of MATC, that MATC is able to take steps to prevent Friends from utilizing station resources (such as trademarks, station resources etc.), and that MATC is able to form a new support organization, if necessary, that will exist in an appropriate relational context.

Obviously, the options have legal and political implications, as well as potential real world effects on the level of support for the stations. I'd be happy to explore any of them in more detail, as you wish.

# **Friends**

The Channel 10/36  
Friends, Inc.

September 19, 2000

Dr. John Birkholz  
President  
MATC  
700 W. State Street  
Milwaukee, WI 53233

Dear Dr. Birkholz:

Friends' annual certification of compliance with its Resolution on Practices and Privacy. A copy of the Friends Resolution on Practices and Privacy is enclosed for your convenience.

The Friends' Board believes that this certification provides the college with the necessary information to apply for the annual community service grant of the Corporation for Public Broadcasting. As in the past, it is the Friends' policy and firm intent to continue to conduct its business so as to remain in compliance with the CPB requirements.

It is the desire of the Friends' board to work in close harmony with the MATC Board, and, in particular the Public Television Committee and the General Manager of the stations, in order to insure the continuation of outstanding programming by WMVS and WMVT. We believe that the focus of our efforts should be the challenges and opportunities represented by digital and web-based technologies, the costs of developing and purchasing quality programming, and increasing competition for dollars within the community. For the past 32 years the Friends have provided crucial support to the stations and we are committed to continuing that strong support for many years to come.

Sincerely,

Lou Zellner  
Chair, Channels 10/36 Friends Board

C: Ms. Mae Killebrew, Chair, MATC PTV Committee  
Mr. Bill Roden  
Members, Channels 10/36 Friends Board

# **Friends**

The Channel 10/36  
Friends, Inc.

## **OFFICER'S CERTIFICATE**

In accordance with the Resolution on Practices and Privacy adopted by the Board of Directors of Channel 10/36 Friends, Inc. (the "Corporation"), the undersigned certifies that:

- (a) The Corporation is in continued compliance with the laws and regulations of the Internal Revenue Service, and with all other applicable Federal law or regulations, governing political activity and lobbying in effect at the time of certification.
- (b) The Corporation has not sold, rented, leased, loaned, traded, given, donated, transferred or exchanged the Corporation's membership or donor names to, with or from any candidate for Federal, State or local office, political committees, or political parties for any purpose whatsoever, except as may have been otherwise required by law or judicial process.
- (c) The Corporation has maintained active control over its contributor and Donor lists, and has taken all appropriate measures to ensure against unauthorized use of such lists.
- (d) The Corporation has refrained from disclosing contributor or donor names or other personally identifiable information to any nonaffiliated third party, except as may be permitted by Corporation for Public Broadcasting policies.
- (e) The Corporation has periodically reminded their contributors or donors of any potential for sale, rental, lease, loan, trade, gift, donation, transfer or exchange of their names or personally identifiable information, and the Corporation offers a means by which the names and other personally identifiable information may be suppressed upon request, and the Corporation has suppressed names as requested, except as may be required by law or judicial process.
- (f) attached hereto as Exhibit A is a true, complete and correct copy of the resolutions of the Board of Directors of the Corporation adopted on or about June 20, 2000. Such resolutions are in full force and effect on the date hereof.

**IN WITNESS WHEREOF**, the undersigned has signed this Certificate on this 19th day of September, 2000.

**CHANNEL 10/36 FRIENDS, INC.**

By: \_\_\_\_\_  
Name: Lamont McLoughlin  
Title: President

**CHANNEL 10/36 FRIENDS, INC.**  
**Resolution on Practices and Privacy**

WHEREAS, the Channel 10/36 Friends, Inc., a 501 c (3) non profit corporation, (the Friends) has maintained a policy restricting the sale or exchange of the Friends' member lists with any other entity; and

WHEREAS, the Friends revised its policy in August, 1999 to conform with the recently promulgated requirements of the Corporation for Public Broadcasting ("CPB"); and

WHEREAS, CPB has revised its compliance requirements with respect to such policies; and

WHEREAS, the Friends is committed to operate at all times in an ethical and proper manner in compliance with the guidelines and requirements of the CPB;

NOW, THEREFORE, BE IT RESOLVED, that the Friends shall:

1. Annually certify to the Milwaukee Area Technical College its continued compliance with the laws and regulations of the Internal Revenue Service and with all other applicable Federal law or regulations governing political activity and lobbying in effect at the time of certification;
2. Not sell, rent, lease, loan, trade, give, donate, transfer, or exchange the Friends' membership or donor names to, with, or from any candidate for Federal, State, or local office, political committees, or political parties for any purpose whatsoever, except as otherwise required by law or judicial process;
3. Maintain active control of the Friends' contributor and donor lists, and take all appropriate measures to ensure against unauthorized use of such lists including requiring any third party, including but not limited to list brokers, mail-list management organizations, or advertising or public relations agencies, to abide by the Friends' compliance requirements except as otherwise required by law or judicial process.
4. Refrain from disclosing contributor or donor names or other personally identifiable information to any nonaffiliated third party unless, before the time that such information is initially disclosed, the Friends clearly and conspicuously discloses to contributors and donors that such personal information may be

disclosed to a nonaffiliated third party. If such disclosure is not required by law or judicial process, the Friends shall give the contributor or donor the opportunity to direct that such information not be disclosed to a nonaffiliated third party, and give the contributor or donor an explanation of how to exercise that nondisclosure option; and

5. Periodically remind contributors or donors of any potential for sale, rental, lease, loan, trade, gift, donation, transfer, or exchange of their names and personally identifiable information, and offer a means by which the names and other personally identifiable information may be suppressed upon request; and suppress the names as requested, except as required by law or judicial process.

FURTHER RESOLVED, that the Friends shall maintain complete and accurate records of all uses of membership and donor lists for fundraising purposes, and shall furnish such records to CPB on request.

### PTV Attachment 3

#### Channel 10/36 Friends, Inc. 2000 & 2001 CALENDAR OF EVENTS

November 25 -  
December 10 + December Pledge Drive

December 22 & 25 Christmas Holiday Friends' offices closed.

December 29 New Year Holiday Friends' offices closed

#### **2001**

January 1 New Year Holiday Friends' offices closed

January 11 Friends Board Meeting

January 15 Martin Luther King Day Friends' offices closed

January 29 Auction Kick Off

February 28 ***Outdoor Wisconsin*** Banquet. Country Inn, Waukesha.

March 3 – 19 March Pledge Drive

March 29 Friends' Board Meeting

April 13 Good Friday Friends' offices closed

April 13 Auction Art Preview Party

May 4 – 11 Auction

May 30 Memorial Day Friends' offices closed

June 28 Friends' Board Meeting

C = Cancelled

+ = New Event/Meeting

O = Date and/or Time  
Change

## PTV Attachment 4

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made as of October 1, 2000, by and among San Mateo County Community College District ("KCSM"), Twin Cities Public Television, Inc. ("KTCA"), WGBH Educational Foundation ("WGBH"), and Milwaukee Area Technical College ("WMVS").

#### RECITALS

KCSM, KTCA, WGBH, and WMVS (each a "Member" and collectively "Members") have formed the Local Enhancement Collaborative ("LEC"), an unincorporated association, for the purpose of engaging in the study and implementation of the enhancement of digital television programming.

The Members of LEC now seek to set forth their common understanding and agreement about the operation of LEC and the rights and duties of Members.

In consideration of the mutual covenants set forth below, and for other good and valuable consideration, KCSM, KTCA, WGBH, and WMVS understand and agree as follows:

#### AGREEMENT

1. Participation in LEC

In recognition of the importance of the development of locally enhanced public television, and in view of the Members desire to develop standards, tools, models, and other activities for local television enhancement ("Projects"), each Member agrees that it is and will be a member of LEC.

2. Organizational Structure

(a) Project Approval. Each Member will have one vote for each decision to be made by the Membership under this Agreement. Votes may be cast in person, via video or telephone conference, or by proxy. All such decisions must be approved by a majority vote of all LEC Members.

(b) Fiscal Agent. A bonded Fiscal Agent shall be the initial custodian of all funds made available to LEC, including but not limited to grant monies from CPB. The Fiscal Agent's responsibility shall extend only to the execution on behalf of LEC of grant and other funding documents as approved by the Members, holding funds in insured accounts and subsequent proper disbursement of such funds to Members for particular activities related to Projects approved by the Members, monitoring and seeking compliance by the Members with financial reporting requirements of the Members and of particular grantors, and preparation and filing of consolidated financial reports as may be required of LEC. The Fiscal Agent's activities shall be audited on a yearly basis, but such audit may be conducted as part of an annual audit of the Fiscal Agent's overall activities and financial condition, with no separate report provided for LEC activities. Notwithstanding the foregoing, the Members may, in accordance with a majority decision, from time to time direct that a separate audit of the

Fiscal Agent's activities related to LEC be conducted with the costs of such audit to be equally shared by each of the Members. WMVS is hereby designated to be the Fiscal Agent. However, WMVS or any subsequent Fiscal Agent may withdraw as Fiscal Agent at the end of any LEC fiscal year by giving at least six (6) months prior written notice to the Members of its intention to withdraw. The Fiscal Agent may be removed by a majority vote of all Members for good cause. In the event of WMVS's withdrawal or removal as Fiscal Agent, the Members shall appoint another person or entity (which may or may not be a Member) to serve as Fiscal Agent on such terms and conditions as the Members and person or entity may agree.

(c) Project Director. The Project Director, subject to the overall management direction and authority of the Members, will be principally responsible for implementing and supervising the approved Projects. The Members have designated Grozik Associates as the Project Director who will serve at the pleasure of the Members from October 1, 2000, through June 30, 2001, for a fee of \$20,000, plus Member approved supplies and expenses. The total fee to be payable in equal monthly installments through June 30, 2001.

(d) Responsible Members. Members of LEC from time to time shall have responsibility as determined by the majority of the Members for Projects. A Member may, however, decline any Project responsibility assigned to it. Members shall also have ultimate policy responsibility for all matters relating to LEC's activities, and requests for project funding will be subject to the approval of a majority of the Members. However, the Fiscal Agent shall have budgetary and fiscal control over their collaborative-related activities and fiduciary responsibility for LEC funds received by or through WMVS or the Fiscal Agent. Subject to the other provisions of this Agreement, each Member shall have sole responsibility for any budget overruns incurred in Projects it undertakes on behalf of LEC, so that no other Member bears any cost or liability as a result of any such overrun.

### 3. Other Duties of Members

(a) Performance. Each Member agrees to perform its respective duties with respect to any Project for which it has been assigned responsibility by the Members and deliver Projects in a timely, workmanlike manner, consistent with the highest standards of the public television industry. Each Member acknowledges that, unless CPB or any other entity provides advance funding of LEC Projects, Members will be required to expend their own funds for LEC activities for which they are responsible and request reimbursement of actual costs (including reasonable associated overhead) from LEC out of CPB grants, or other available funds. However, in the event that reimbursement for any such party is delayed for more than four (4) months following submission of any reimbursement request, a Member will be entitled to suspend further performance on such Project until appropriate reimbursement is made. Subject to approval of the Members, available funds shall be disbursed to members in a timely manner.

(b) Records/Reports. Members shall retain and provide to the Fiscal Agent, as required, true and correct financial records and reports, narratives and other required information on a timely basis so that the Fiscal Agent can satisfy all requirements relating to fiscal responsibility and meet reporting deadlines established by any agreement between WMVS and CPB and/or any other entity providing funds to the Fiscal Agent. Members shall also make available such records and information for inspection by auditors acting on behalf of the Fiscal Agent or CPB. In the event that any expenditure or other financial transaction of a Member is questioned, that Member shall be responsible for defense of the matter. If CPB

or another funder disallows the expenditure or financial transaction, the Member shall reimburse the Fiscal Agent for any funds the Fiscal Agent, on behalf of LEC, may be required to pay or return.

(c) Support in Event of Failure of Member Performance. Each Member also hereby agrees that if, due to any Member's unwillingness or inability, that Member fails to perform its respective duties with respect to any given Project, as determined by the other Members, the other Members will cooperate with each other and work together as necessary either to wind up the project for which the Member has failed to perform at the least cost or disruption or endeavor to ensure that the project is satisfactorily completed. That cooperation shall include, if necessary, and as a last resort, the provision by the other Members on an equal basis of funds required to wind up or complete such project, as the case may be. Without limiting the foregoing, each other Member hereby agrees promptly to pay or reimburse the Fiscal Agent, on an equal basis, for any unbudgeted sums that the Fiscal Agent is required to expend as a result of the failure of a Member to perform its responsibilities. However, such Member shall remain responsible for its failure to perform and shall not be entitled to reimbursement of its costs for duties or activities not appropriately performed. Moreover, upon the direction by the majority of the Members, the Fiscal Agent shall make claims against the Member failing to perform its duties. In the event that the Fiscal Agent successfully recovers funds, Members shall be reimbursed in proportion to the amount of each Member's payments under this Section 3(c).

#### 4. Credits

Individual Projects produced with LEC funding will be designated as co-productions of LEC and the individual Member, as relevant, with appropriate credit provided to any third party producers involved in the project.

#### 5. Intellectual Property

Unless otherwise specified by a majority of the Members with respect to a particular Project, all copyright, trademark, and patent rights to each Project, and any other materials created with LEC funding, will be jointly owned by all Members subject to distribution and/or use by LEC as specified in Section 6. A Member will retain all rights to its "Pre-existing Intellectual Property" incorporated in or otherwise used in connection with Projects, subject to distribution and/or use by LEC as specified in Section 6. "Pre-existing Intellectual Property" means any intellectual property (or portion thereof) developed or otherwise acquired by a Member prior to undertaking any Project in or for which the Pre-existing Intellectual Property will be used, and not developed or acquired with LEC funds. Any intellectual property developed or acquired for a Project is not Pre-existing Intellectual Property.

#### 6. Distribution

(a) Distribution and Use of Projects by Members. For each Project created with LEC funding, each Member shall have a royalty-free license to distribute and/or use such Project in connection with any enhancement efforts associated with public television programs, except as otherwise agreed upon for a particular Project by the Members or provided for by an agreement with LEC funders. In addition, Members have a royalty-free license to distribute and/or use any Pre-existing Intellectual Property contained in or otherwise used in connection with any Project, unless otherwise provided for by written terms established by a Member prior to its contribution of its Pre-existing Intellectual Property to a

Project. If the Members do not agree to the usage terms established for Pre-existing Intellectual Property, that Pre-existing Intellectual Property will not be used in connection with that Project.

(b) Revenue Sharing Guidelines. LEC may charge fees or collect other revenues associated with its distribution and/or use of any Project created with LEC funding. Any fees charged must be approved by a majority of the Members. In the event that charges are approved, the Members will establish guidelines for sharing or distributing revenues from such Project distribution and/or use between Members for each Project. Such fees charged or revenue sharing guidelines established must be in accordance with any applicable rules required by an agreement with the funders.

(c) Retention and Distribution of Revenues. Subject to revenue sharing as contemplated in Section 6(b), LEC's share of such revenues from distribution and/or use of any programs or deliverables produced or created with LEC funding shall be retained for use in connection with any given Project until the Project is terminated. At the time of termination of a Project, any accumulated unspent and unobligated revenues shall be used to satisfy any remaining budgetary obligations, retained by LEC, distributed to Members for overages, and/or distributed to Members a pro-rata basis, as determined by a majority of the Members.

## 7. Representations and Warranties

(a) Generally. Each Member represents and warrants that it has the full right, power and authority to enter into and fully perform this Agreement.

(b) Rights in Projects. Each Member, with respect to any Pre-existing Intellectual Property or any Project for which it is responsible under this Agreement, hereby represents and warrants that such Pre-existing Intellectual Property or Project, if distributed or used consistent with this Agreement and as contemplated for the particular Project, will not violate any patent, copyright, trademark, trade secret, proprietary, confidentiality or any other rights of any person or entity, will not require any unbudgeted payments to any person for the distribution and use of the program and/or other deliverable as contemplated for the Project, and will not violate any applicable law or regulation.

(c) Other Rights. Each Member, with respect to any Project that it is responsible for under this Agreement, shall provide LEC with any other standard representations and warranties (such as those required by CPB or the Public Broadcasting Service) covering all relevant rights in and to each program and/or deliverable.

(d) No Other Warranties. The parties to this Agreement make no warranties or representations other than those expressly set forth above, and no party has relied on any such other warranty or representation in the execution of this Agreement.

## 8. Indemnification

(a) Generally. Each Member agrees to indemnify, defend and forever hold the other Members (and each of their affiliates, and all of their respective present and former officers and employees) harmless from and against any and all losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, attorneys fees, disbursements and administrative or court costs) arising directly or indirectly out of: (i) any breach of its representations and warranties, as set forth in Section 7, above; (ii) any and all

events occurring as the result of the intentional misconduct, recklessness or negligence of such Member in connection with its performance under this Agreement, including without limitation any representation by such Member without actual authority to bind the Fiscal Agent or the other Members; (iii) any budget overrun incurred in the performance of LEC activities for which the Member is responsible under this Agreement; or (iv) any breach of or failure to perform its duties and obligations under this Agreement.

(b) Notice/Defense. If any Member receives notice of a claim to which an obligation of indemnification under this Agreement applies, that Member will give notice to each other Member, and the indemnifying Member will undertake the defense of such claim with counsel of its own choosing at its own expense. Each of the other Members shall provide reasonable cooperation to the indemnifying Member in the preparation and conduct of that defense at the expense of and to be reimbursed by the indemnifying Member. Each Member shall additionally have the right to participate in the defense with counsel of its own choosing and at its own expense.

9. Limitation on Liability

Except for the indemnification obligations established by Section 8, no Member shall be liable any other Member for any consequential, incidental, indirect, economic, special, exemplary or punitive damages incurred any other Member, such as, but not limited to, loss of revenue or anticipated profits or lost business, even if the other party has advised that such damages are possible.

10. Inspection of Documents

Each Member shall have the right, upon reasonable request, to inspect all contracts and other documents that the Fiscal Agent or any other Member shall possess directly related to LEC activities, and to inspect or audit all books and records directly related to LEC funds, provided that such requests shall be made within one year from the close of any fiscal year to which the records relate or within the period during which such records are required to be retained by CPB and/or any other entity providing funds to LEC, whichever is later. The Fiscal Agent shall provide the other Members with all financial and other reports that it makes to funders, including but not limited to CPB, related to LEC's work pursuant to grants from such funders.

11. Notices

Any notice given under this Agreement shall be sent by certified or registered mail, postage prepaid, or by courier, receipt confirmed, to the party for whom intended at the party's address set forth below, and any such notice shall be effective upon receipt by the following persons or their successors:

To KCSM: Ms. Marilyn Lawrence  
San Mateo County Community College District  
1700 West Hilldale Boulevard  
San Mateo, CA 94402

To KTCA: Mr. Bruce Jacobs  
Mr. Michael Perelstein  
Twin Cities Public Television, Inc.  
172 East Fourth Street  
St. Paul, MN 55101  
fax: (651) 229-1282

To WGBH: Annie Valva  
Director of Technology  
WGBH Interactive

125 Western Avenue  
Boston, MA 02134  
fax: (617) 300-????

To WMVS: Dr. John Birkholz  
President  
Milwaukee Area Technical College  
700 West State Street  
Milwaukee, WI 53233  
fax: (414) 297-6320

A copy of any notice given to one party hereunder shall be sent to each of the other parties.

12. Arbitration

Any and all disputes among Members arising from the interpretation or performance of this Agreement shall be submitted to arbitration in Washington, DC, under the then-current rules of the American Arbitration Association for commercial arbitration, and the decision of the arbitrators shall be binding and conclusive. Notwithstanding the foregoing, if any Member is named as a defendant by a person or entity not a party to this Agreement, and that Member wishes to implead or otherwise name any other Member as a party to that action, that Member may so implead or name that other Member, subject to all other requirements of law.

13. Insurance

Each Member shall provide the other Members, in the form of a certificate of insurance, evidence that the Member has obtained, for Projects it undertakes for LEC, errors and omissions insurance and liability insurance policies (or equivalent evidence of self-insurance provided by a State), each in the minimum amount of \$1,000,000, and that LEC and each Member is named as an additional insured on each such policy. Such liability insurance coverage shall be maintained at least through the date of completion of the Project for which the insurance was obtained, and such errors and omissions coverage shall be maintained at least through the date three years following the last distribution and/or use of such Project.

14. Term

The term of this Agreement shall be through June 30, 2001, but it may be renewed by written agreement of all Members. Notwithstanding the foregoing, however, with the written approval of a majority of the Members, the Fiscal Agent may extend the term of this Agreement for up to six (6) months beyond the expiration date of the term or any renewal term in the event that any Project then underway has not yet been completed, for the limited purpose of the completion or orderly termination of that Project, as directed by the majority of the Members.

15. Miscellaneous

(a) Assignment. No party may assign this Agreement or any of its obligations hereunder without first obtaining the written consent of all other Members. Any purported assignment in contravention of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on each of the parties hereto and their respective successors, representatives and assigns.

(b) Entire Agreement. This Agreement embodies the entire understanding of the parties hereto, supersedes all prior agreements among them and may not be altered, modified or amended except in writing signed by all parties.

(c) Survival. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement (including, without limitation, Sections 7 and 8) shall survive any such expiration, termination or cancellation.

(d) Governing Law. This Agreement and all matters or issues related this Agreement shall be governed by the laws of Wisconsin without regard to its choice of law rules.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

Agreed to by the parties as of the date written above.

San Mateo County Community College District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Twin Cities Public Television, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

WGBH Educational Foundation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Milwaukee Area Technical College.

By: \_\_\_\_\_

Title: \_\_\_\_\_

---

**matc**  
**Milwaukee Area Technical College**

**POLICY**

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Title: WMVS/WMVT CONTRACT, CO-  
PRODUCTION, AND SHARED PURCHASE  
AGREEMENTS

Code: 10601

Original Adoption: 2/17/92

Revised/Reviewed:

Effective: 2/18/92

Authority: Board Minutes, 2/17/92

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The MATC District Board recognizes that WMVS/WMVT-TV productions serve local as well as state, national, and international audiences. The district board also recognizes that certain opportunities and efficiencies may be obtained by entering into co-production or contract agreements. The district board further recognizes that certain economies can be achieved through the shared or group purchase of television programs. The sharing of resources with or providing services to other television stations or production facilities, independent program producers, or corporate clients will comply with MATC Policies B0301, Contracts for Services, and B0502, Goods and Services: MATC's Relationship with the Private Sector.

*intended as an addendum to MATC Policy I0601:*

## WMVS/WMVT CONTRACT, CO-PRODUCTION, AND SHARED PURCHASE AGREEMENTS

The MATC District Board recognizes that co-production agreements with other stations, telecommunications organizations, and independent producers afford WMVS/WMVT-TV unique opportunities to offer viewers diverse programming that might not otherwise be produced.

The Board further recognizes that co-production partnerships may involve the designation of WMVS/WMVT-TV as the recipient of, fiduciary agent for, or disbursing agent for underwriting dollars for program production and auxiliary educational, promotional, and outreach materials.

In evaluating co-production agreements for MATC Board approval, WMVS/WMVT-TV management will consider criteria including:

- How the project relates to the stations' mission.
- How the project adds to the diversity of viewpoints expressed on our airwaves and in the community.
- How the project addresses ascertained needs of the community.
- How well the project engages, educates, or informs the audience.
- Whether the financial arrangements are sufficient to ensure the project's success.

When station management determines it will proceed with a co-production agreement, a letter of understanding will be drawn up between the station and co-producing entity or entities that includes: intended broadcast plans, administration of funds, arrangements to seek and accept underwriting funds, payment schedules, reporting requirements, project parameters, insurance requirements, deadlines, and any ancillary agreements.

In all co-production agreements, the stations will reserve the rights to: approve content; direct editing to ensure accuracy, fairness, good taste, and compliance with FCC, PBS, and WMVS/WMVT-TV guidelines; and to decide whether or not to broadcast the finished product.

WMVS/WMVT-TV will typically retain a negotiated administrative fee. The stations may provide in-kind services or retain a portion of the grant as reimbursement for services. The stations are also eligible to claim grant dollars that pass through its accounts as non-federal financial support and to receive Corporation For Public Broadcasting Community Service Grants based on a matching formula of \$.06 on the dollar.

When funding has been secured, the stations will seek MATC Board approval to accept the grants and to enter into a contractual arrangement with the co-production partner(s)

**CELTIC ADVERTISING**

330 S. Executive Drive. Suite 206  
 Brookfield, WI 53004  
 (262) 789-7629  
 (262) 789-9454 fax

11/30/2000

**Milwaukee Public TV  
 Media Schedule**

**ACTUAL**

---

**NOVEMBER MEDIA**

**Advertising Objectives**

**Develop tune-in for highlighted programs.**

**MEDIA EXPENDITURES**

**\$3,997.38**

*Print*

\$3,297.38

Program specific ads/Pledge specific ads.  
 Milwaukee, Racine and Kenosha target areas.

*Radio*

\$700.00

Radio utilized for program specific promotion.  
 Milwaukee, Racine and Kenosha target areas.

*Outdoor*

\$0.00

Outdoor advertising will be utilized when  
 appropriate.

*Television*

\$0.00

Television utilized for program specific promotion.  
 Milwaukee, Racine, Kenosha areas.

**ACTUAL MINORITY MEDIA SPENDING:**

**\$1,613.58**

**40%**

**African American**

Milwaukee Times

\$247.08

6%

**Hispanic**

Spanish Journal

\$850.50

21%

Spanish Times

\$516.00

13%

Please note: The African American % will increase and be proportionate with December placements.

**CELTIC ADVERTISING**

**11/30/2000**

330 S. Executive Drive. Suite 206  
Brookfield, WI 53004  
(262) 789-7629  
(262) 789-9454 fax

**Milwaukee Public TV  
Media**

**ESTIMATE**

---

**DECEMBER MEDIA**

**Advertising Objectives**

**Develop advertising for pledge/tune-in advertising**

**MEDIA BUDGET**

**\$7,500**

*Print* \$5,800.00  
Program specific ads  
Milwaukee, Racine and Kenosha target areas.

*Radio* \$1,700.00  
Radio will only be utilized if the program  
content is appropriate.

*Outdoor/Transit* \$0.00  
Outdoor advertising will be utilized when  
appropriate.

*Television* \$0.00  
Television will only be utilized if the program  
content is appropriate.

**MINIMUM MINORITY MEDIA ESTIMATED PERCENTAGE SPENDING**  
10% Hispanic and 10% African American.

**CELTIC ADVERTISING**

**11/30/2000**

330 S. Executive Drive. Suite 206  
Brookfield, WI 53004  
(262) 789-7629  
(262) 789-9454 fax

**Milwaukee Public TV  
Media**

**ESTIMATE**

---

**JANUARY MEDIA**

**Advertising Objectives**

**Develop advertising for pledge/tune-in advertising**

**MEDIA BUDGET**

**\$3,000**

*Print* \$3,000.00  
Program specific ads  
Milwaukee, Racine and Kenosha target areas.

*Radio* \$0.00  
Radio will only be utilized if the program  
content is appropriate.

*Outdoor/Transit* \$0.00  
Outdoor advertising will be utilized when  
appropriate.

*Television* \$0.00  
Television will only be utilized if the program  
content is appropriate.

**MINIMUM MINORITY MEDIA ESTIMATED PERCENTAGE SPENDING**  
10% Hispanic and 10% African American.

PTV Attachment 7

BOARD BILL LIST  
 TV Fund by Check No  
 11/30/00

Page 1

Check Date	Check No	Vendor Name	Object	Object Description	Object Amount	Check Amt
11/02/00	0542691	Ameritech	5454	Telephone	822.82	12,988.93
11/02/00	0542716	Current	5220	Membership & Subscri	885.00	885.00
11/02/00	0542718	Daily Variety	5220	Membership & Subscri	219.00	219.00
11/02/00	0542729	Automatic Fire	5678	Wmvs Transmitter Rep	99.95	99.95
11/02/00	0542754	Industrial Electroni	5674	Technical Operations	18.00	18.00
11/02/00	0542755	Institute of Electri	5220	Membership & Subscri	163.00	163.00
11/02/00	0542758	Daniel R. Jones	5668	Program Production	2,152.80	2,152.80
11/02/00	0542764	Lighting Associates	5668	Program Production	155.25	155.25
11/02/00	0542776	Mouser Electronics I	5674	Technical Operations	42.61	42.61
11/02/00	0542809	Dan Small	5668	Program Production	1,308.00	1,308.00
11/02/00	0542820	United Parcel Servic	5675	Traffic	115.04	130.04
11/02/00	0542831	William D. Werner	5668	Program Production	42.19	42.19
11/02/00	0542843	Thay Yang	5668	Program Production	25.29	25.29
11/06/00	0542864	Association of Ameri	5357	Professional & Consu	90.00	90.00
11/06/00	0542865	AT&T	5454	Telephone	1.05	585.22
11/06/00	0542876	Central Educational	5665	Network Prog Service	5,500.00	5,500.00
11/06/00	0542908	Hall Chevrolet Co In	5676	Vehicle Supplies	753.53	753.53
11/06/00	0542940	Markertek Video Supp	5674	Technical Operations	714.44	714.44
11/06/00	0542944	Karen Matuszak	5668	Program Production	450.00	450.00
11/06/00	0542957	Milwaukee Star	5840	Equipment	20.82	62.48
11/06/00	0542962	National Supply & Ha	5674	Technical Operations	25.98	25.98
11/06/00	0542965	Nebraska Educational	5675	Traffic	20.94	20.94
11/06/00	0542974	Pam Walton Productio	5667	Program Acquisition	350.00	350.00
11/06/00	0543003	Roscor Corporation	5840	Equipment	7,699.29	7,699.29
11/06/00	0543013	Dan Small	5668	Program Production	1,384.61	1,384.61
11/06/00	0543030	Allied Digital Inc	5668	Program Production	425.80	425.80
11/06/00	0543035	Wanderlust Productio	5668	Program Production	4,877.81	4,877.81
11/06/00	0543039	Wisconsin Electric P	5452	Light & Power	10,485.66	27,619.03
11/09/00	0543107	Ameritech	5454	Telephone	151.62	649.72
11/09/00	0543108	Amoco Oil Company	5676	Vehicle Supplies	255.36	1,208.69
11/09/00	0543111	AT&T	5454	Telephone	3.25	26.26
11/09/00	0543118	Barbizon Capitol	5671	Remote/Studio Supp	414.78	414.78
11/09/00	0543119	David K. Baule	5668	Program Production	130.92	130.92
11/09/00	0543128	Ellis R. Bromberg	5201	Travel Expenses	645.13	645.13
11/09/00	0543148	Complete Delivery In	5675	Traffic	18.71	18.71
11/09/00	0543172	FedEx	5675	Traffic	31.98	31.98
11/09/00	0543190	Thaddeus Groszczyk	5201	Travel Expenses	22.00	22.00
11/09/00	0543220	Kinko's	5357	Professional & Consu	450.00	450.00
11/09/00	0543237	John S. McKay	5201	Travel Expenses	676.17	676.17
11/09/00	0543250	Myers Information Sy	5220	Membership & Subscri	200.00	200.00
11/09/00	0543258	Thomas M. Newbauer	5201	Travel Expenses	93.00	93.00
11/09/00	0543270	Jan L. Pritzl	5201	Travel Expenses	267.73	267.73
11/09/00	0543272	Public Broadcasting	5665	Network Prog Service	111,247.00	111,247.00
11/09/00	0543283	Marshall J. Savick	5201	Travel Expenses	10.25	10.25
11/09/00	0543288	Dan Small	5668	Program Production	244.89	244.89
11/09/00	0543300	Catharine A. Tierney	5201	Travel Expenses	4.63	4.63
11/09/00	0543305	Travel Traders Unlim	5201	Travel Expenses	316.45	316.45
11/09/00	0543311	United States Counci	5668	Program Production	200.00	200.00
11/09/00	0543312	United States Counci	5668	Program Production	250.00	250.00
11/09/00	0543326	Welk Syndication	5665	Network Prog Service	9,090.00	9,090.00
11/09/00	0543334	Debra L. Wolniak	5201	Travel Expenses	8.00	8.00
11/13/00	0543355	AT&T	5454	Telephone	4.04	4.04
11/13/00	0543356	AT&T	5454	Telephone	3.01	3.01
11/13/00	0543360	Boise Cascade	5241	Office Supplies	105.75	3,009.16

BOARD BILL LIST  
 TV Fund by Check No  
 11/30/00

Check Date	Check No	Vendor Name	Object Description	Object Amount	Check Amt
11/13/00	0543368	Common World Inc	5840 Equipment	915.00	915.00
11/13/00	0543394	Family Communication	5273 Publicity	46.50	46.50
11/13/00	0543396	FedEx	5675 Traffic	31.98	31.98
11/13/00	0543408	Darlyne C. Haertlein	5273 Publicity	8.58	85.98
			5201 Travel Expenses	77.40	
11/13/00	0543416	Hewlett Packard	5674 Technical Operations	650.00	650.00
11/13/00	0543422	Industrial Electroni	5674 Technical Operations	49.00	49.00
11/13/00	0543426	Daniel R. Jones	5668 Program Production	2,152.80	2,152.80
11/13/00	0543438	Markertek Video Supp	5674 Technical Operations	167.21	167.21
11/13/00	0543439	Patrick L. McGinn	5668 Program Production	200.00	200.00
11/13/00	0543449	MOWA Teddy Awards	5668 Program Production	200.00	200.00
11/13/00	0543514	Spanish Journal	5220 Membership & Subscri	45.00	45.00
11/13/00	0543519	Catharine A. Tierney	5201 Travel Expenses	22.95	22.95
11/13/00	0543532	Wanderlust Productio	5668 Program Production	1,576.28	1,576.28
11/16/00	0543588	Ameritech Paging	5675 Traffic	40.00	40.00
11/16/00	0543594	Badger Coaches Inc	5675 Traffic	67.00	67.00
11/16/00	0543597	David K. Baule	5201 Travel Expenses	153.00	153.00
11/16/00	0543598	David K. Baule	5201 Travel Expenses	900.00	900.00
11/16/00	0543618	Chicago Defender	5668 Program Production	32.76	32.76
11/16/00	0543623	CSRG Digital LLC	5660 Affiliation/Mbsps	2,407.50	2,407.50
11/16/00	0543650	Gill Design	5273 Publicity	535.00	535.00
11/16/00	0543693	John S. McKay	5201 Travel Expenses	14.50	14.50
11/16/00	0543704	NAB Broadcasters	5220 Membership & Subscri	83.00	83.00
11/16/00	0543737	Dan Small	5668 Program Production	1,500.00	1,500.00
11/16/00	0543745	Studio Gear LLC	5668 Program Production	1,960.00	1,960.00
11/16/00	0543768	Venture Electrical	5840 Equipment	19,182.00	19,182.00
11/16/00	0543772	Wanderlust Productio	5668 Program Production	1,200.00	1,200.00
11/16/00	0543778	Wisconsin Broadcaste	5668 Program Production	150.00	150.00
11/16/00	0543782	Zack Electronics	5674 Technical Operations	384.37	384.37
11/20/00	0543804	Ameritech	5454 Telephone	531.41	4,245.60
11/20/00	0543813	David K. Baule	5201 Travel Expenses	637.29	637.29
11/20/00	0543838	Daily Reporter	5840 Equipment	14.10	28.20
11/20/00	0543864	Full Compass Systems	5674 Technical Operations	1,150.00	1,150.00
11/20/00	0543887	Industrial Electroni	5674 Technical Operations	76.40	187.54
11/20/00	0543994	Sony Electronics Inc	5674 Technical Operations	1,002.65	1,002.65
11/20/00	0543998	Sprint PCS	5454 Telephone	84.89	84.89
11/20/00	0544002	System Parking Inc	5668 Program Production	87.00	720.00
11/20/00	0544015	Allied Digital Inc	5668 Program Production	191.79	191.79
11/30/00	0544632	Jack R. Abrams	5201 Travel Expenses	290.00	290.00
11/30/00	0544659	AT&T	5454 Telephone	3.83	3.83
11/30/00	0544669	Boc Gases	5678 Wmvs Transmitter Rep	10.50	82.45
11/30/00	0544673	Browne & Associates,	5357 Professional & Consu	4,163.70	4,163.70
11/30/00	0544698	Thomas J. Dvorak	5201 Travel Expenses	171.13	171.13
11/30/00	0544705	FedEx	5675 Traffic	144.56	144.56
11/30/00	0544724	Darlyne C. Haertlein	5241 Office Supplies	12.30	12.30
11/30/00	0544732	Higgins Tower Servic	5678 Wmvs Transmitter Rep	208.20	208.20
11/30/00	0544739	Industrial Electroni	5674 Technical Operations	8.25	185.62
11/30/00	0544748	Daniel R. Jones	5668 Program Production	2,152.80	2,152.80
11/30/00	0544755	Debra A. Kunath	5273 Publicity	38.52	38.52
11/30/00	0544761	Mac Res Q Industries	5674 Technical Operations	381.00	381.00
11/30/00	0544783	NATAS	5668 Program Production	70.00	70.00
11/30/00	0544785	Newark Electronics	5674 Technical Operations	57.43	57.43
11/30/00	0544792	Palette Shop Inc	5671 Remote/Studio Supp	49.28	292.46
11/30/00	0544838	Dan Small	5668 Program Production	1,419.61	1,419.61

BOARD BILL LIST  
TV Fund by Check No  
11/30/00

Check Date	Check No	Vendor Name	Object Description	Object Amount	Check Amt
11/30/00	0544859	United Parcel Servic	5675 Traffic	72.70	72.70
11/30/00	0544868	Allied Digital Inc	5668 Program Production	175.00	175.00
11/30/00	0544882	Wisconsin Newspaper	5273 Publicity	50.84	175.18
11/30/00	0544903	Ameritech Cellular S	5454 Telephone	27.03	2,241.15
11/30/00	0544910	Boise Cascade	5241 Office Supplies	67.46	1,060.90
11/30/00	0544918	Herman Associates, I	5674 Technical Operations	145.31	145.31
11/30/00	0544976	Debra A. Kunath	5273 Publicity	10.07	10.07
11/30/00	0545004	Nielsen Media Resear	5661 Audience Research	2,018.50	2,018.50
11/30/00	0545038	Dan Small	5668 Program Production	1,847.61	1,847.61
11/30/00	0545068	Wisconsin Chapter PR	5201 Travel Expenses	45.00	45.00
				-----	-----
				215,861.54	258,476.53

BOARD BILL LIST  
 Over \$2500 Channel 10/36  
 11/30/00

Check Date	Check No	Vendor Name	Object Description	Object Amount	Check Amt
11/02/00	0542691	Ameritech	5454 Telephone	822.82	12,988.93
11/06/00	0542876	Central Educational	5665 Network Prog Service	5,500.00	5,500.00
11/06/00	0543003	Roscor Corporation	5840 Equipment	7,699.29	7,699.29
11/06/00	0543035	Wanderlust Productio	5668 Program Production	4,877.81	4,877.81
11/06/00	0543039	Wisconsin Electric P	5452 Light & Power	10,485.66	27,619.03
11/09/00	0543272	Public Broadcasting	5665 Network Prog Service	111,247.00	111,247.00
11/09/00	0543326	Welk Syndication	5665 Network Prog Service	9,090.00	9,090.00
11/13/00	0543360	Boise Cascade	5241 Office Supplies	105.75	3,009.16
11/16/00	0543768	Venture Electrical	5840 Equipment	19,182.00	19,182.00
11/20/00	0543804	Ameritech	5454 Telephone	531.41	4,245.60
11/30/00	0544673	Browne & Associates,	5357 Professional & Consu	4,163.70	4,163.70
				173,705.44	209,622.52

PTV Attachment 8

To: MATC Board  
From: Ellis Bromberg, Milwaukee Public Television General Manager  
Date: November 17, 2000  
Re: WMVS/MMVT Production Assignments

Attached is a report prepared for the PTV Committee outlining this year's production projects and the staff assigned to them. At its November 16 meeting, the Committee asked that the report be distributed to the entire Board, and here it is.

As the Board knows, we will soon be recommending a new Manager of Program Production, a position that has been open for a year. The new Manager and I should find this report valuable as we evaluate how staff is being used and how the efficiency and quality of our local productions can be improved.

I would encourage Board members to contact me if they have questions about this report.

**WMVS/WMVT PRODUCTION DEPARTMENT**  
**FY 2000-2001 CURRENT PROJECTS**  
November 14, 2000

**SERIES PRODUCTION**

**ADELANTE**

Producer and Host	Patricia Gomez
Consulting Producer	Bill Werner
Associate Producer and Program Director	Cindy Van Vreede
Segment Producer Reporter and Offline Editor	Jesus Burgos
Second Audio Channel Program Translator	Becky Quesada
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

**AN HOUR ON TEN – special program series introductions**

Director	Jane Bieterman
Associate Producer	Rachelle Cehanovich
Host	Jim Peck Sr.
Writer	Scott Johnson
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

**BLACK NOUVEAU**

Producer and Host	Sharon Patterson
Co-Host and Producer	Eugene Kane
Associate Producer	Liddie Collins
Director	Bill Werner
Segment Producer Reporter and Offline Editor	Sheree Dallas
Powerful Words Commentators	Andre Lee Ellis, Bill Jackson
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

**DOLLAR SIGNS**

External Producers	May Productions, Inc.
Director	Jane Bieterman
Associate Producer	Deb Bozewicz
Studio Supervisor	Glenn Riley
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

## **SERIES PRODUCTION Continued**

### **I REMEMBER MILWAUKEE**

Producer and Director	Jane Bieterman
Associate Producer	Rachelle Cehanovich
Researcher and Biography Segment Producer	Deb Sherwood
Host	Jim Peck Sr.
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley, Duane Rodriguez, John McKay
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

### **INTERCHANGE**

Producer and Host	Dan Jones
Director	Jane Bieterman
Associate Producer	Deb Bozewicz
Panelists	Kathleen Dunn, Kevin Fischer, Joel McNally, George Petak, Eric Von
Commentator	Rick Horowitz
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

### **OUTDOOR WISCONSIN**

Producer and Director	Jack Abrams
Producer and Host	Dan Small
Associate Producer	Deb Bozewicz
Segment Producer Reporters	Jim DeNomie, Nancy Frank, Tom Newbauer, Debbie Wolniak
Segment Offline Editors	Tony Wood, Claudia Looze, Ron Anderson, and Jonathan Matte
Graphics Coordinator	Thay Yang
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley

### **PAW AND BEAK**

Coordinating Instructor / Producer / Director	Kevin Pulz
Producers and Directors	2 <sup>nd</sup> year Television Production Students
Associate Producer	Rachelle Cehanovich
Kevin Pulz is on a leave of absence till 1-16-01 The program is being coordinated by staff Producers each over-seeing 4 programs.	Jack Abrams Jane Bieterman Bill Werner
Host	Jim Peck Sr.
Co-Host	Dr. Jacques Thebert
Graphics Coordinator	2 <sup>nd</sup> year Student Assistant with Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

## **SERIES PRODUCTION Continued**

### **TRACKS AHEAD V - produced entirely in High Definition**

Overall Producer and Director	Dave Baule
Consulting Series Producer	Chuck Zehner
Segment Producer, Director and Writer	Jim Peck
Segment Producer, Director and Writer	Dan Jones
Segment Logger	Karen Matuszak
Host	Spencer Christian
Graphics Coordinator	Thay Yang
Videographer	John McKay

### **WHA WEEKEND CUT-INS**

External Producers	WHA TV / Educational Communications Brd.
Director	Jane Bieterman
Coordinating Director	Dan Braovac
Studio Supervisor	Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

## **DEVELOPMENT PRODUCTION**

### **AUCTION**

Overall Auction Producer	Dave Baule
Graphics Coordinator	Thay Yang
Associate Producer Schedules	Liddie Collins
Associate Producers	Liddie Collins, Cindy VanVreede Deb Bozewicz and Rachelle Cehanovich
Automobile Spots	Kevin Pulz
Corporate Spots	Kevin Pulz
Directors Schedules	Bill Werner
Directors	Jack Abrams, Jane Bieterman, Kevin Pulz, Bill Werner, Gary Johnson and Joe Savage
Featured Artist Spots, Progress/Donate Spots	Sharon Patterson
Graphics Look	Thay Yang, Liddie Collins
Leadership Team Cabinet Video	Jane Bieterman
Major Gifts Spots	Jack Abrams
Major Gift Program	Cindy VanVreede
Remote Production Crew Supervisors	John McKay, Glenn Riley and Duane Rodriguez
Remote Production Crews	Tony Burks, Greg Haladej, Kristen Lambrecht, Diane Martin, Sue Otto, Ryan Rizzotto, Doni Theres, Mel Verhein, Andy Wilke, and the 1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley
Web Site	Thay Yang

## **DEVELOPMENT PRODUCTION Continued**

### **PLEDGE DRIVES – AUGUST, DECEMBER, 2000 and MARCH, JUNE 2001**

Coordinating Pledge Producer	Jack Abrams
Associate Producer	Liddie Collins
Directors	Jack Abrams, Jane Bieterman, Kevin Pulz, Bill Werner, Gary Johnson, Glenn Riley, Duane Rodriguez, Liddie Collins, Cindy Van Vreede
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisors	John McKay, Glenn Riley, Duane Rodriguez
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

### **PROMOTIONAL SPOTS FOR FUNDRAISING**

Volunteering and TV Auction Spots	Jack Abrams
Auction Donate Spots	Jane Bieterman
Friends Special Events Spots	Bill Werner
Auction, Event and Pledge Spots and Art Direction for All Fund Raising Spots	Thay Yang
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley

## **SPECIALS**

### **BALLYMORE LOSERS and BALLYMORE WINNERS**

Producer and Director	Bill Werner
Associate Producer	Georgia Miller
Remote Production Supervisor	John McKay
Remote Production Crew	John McKay, Duane Rodriguez, Greg Haladej, Mel Verhein, Diane Martin, Sue Otto, Doni Theres, Andy Wilke
Videographer	Marshall Savick
Graphics Coordinator	Thay Yang

### **BLACK NOUVEAU SPECIAL: GREENLINING TECHNOLOGY**

Producer and Host	Sharon Patterson
Associate Producer	Liddie Collins
Studio Director	Bill Werner
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Videographers	Michael Garvin and Marshall Savick
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

### **THE CAPITOL - produced entirely in High Definition**

Producer and Director	Kevin Pulz
Videographer	Michael Garvin

### **CUBA AFTER - produced entirely in High Definition**

Producer, Director and Writer	Jim Peck
Videographer	John McKay
Graphics Coordinator	Thay Yang

## **SPECIALS Continued**

### **A DAY IN THE LIFE OF MILWAUKEE - produced entirely in High Definition**

Producer and Director	Dan Jones
Graphics Coordinator	Thay Yang
Videographers	Michael Garvin, Marshall Savick, John McKay Duane Rodriguez and Glenn Riley

### **EMPHASIS WISCONSIN**

External Producers	McCullough Productions
Director	Dan Braovac
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

### **GREAT CIRCUS PARADE 2000 – produced entirely in High Definition**

Production Executive	Tom Dvorak
Producer and Director	Jane Bieterman
Talent Director	Dan Braovac
Associate Producer	Deb Bozewicz, Rachelle Cehanovich, Liddie Collins
Co-Hosts	Jim Peck Sr. and Roscoe Orman
Segment Producer Reporter and Host	Felicia Rohrer Ng
Street Commentators	Ernest Borgnine and Fred Dahlinger, Jr.
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Videographers	Marshall Savick, Duane Rodriguez, Michael Garvin
Remote Production Supervisor	John McKay
Remote Production Crew	John McKay, Glenn Riley, Duane Rodriguez, Greg Haladej, Andy Wilke, Sue Otto, Ryan Rizzotto, Tony Burks, Doni Theres and Summer Television Production Students

### **LAKE SCHOONER PROJECT**

Producer and Director	Bill Werner
Associate Producer	Cindy Van Vreede
Writer	John Gurda
Videographer	Michael Garvin
Additional Videography	Marshall Savick, John McKay, Duane Rodriguez

### **MATC URBAN TECHNICAL EDUCATION PROJECT**

Producer and Director	Jane Bieterman
External Producers	MATC instructor Dale Dulberger
Associate Producer	Rachelle Cehanovich
Studio Supervisor	Glenn Riley
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

## **SPECIALS Continued**

### **MILWAUKEE SYMPHONY ORCHESTRA CONCERTS – June, Nov. and December 2000**

Producer and Director	Bill Werner
Associate Producer	Georgia Miler and Rachelle Cehanovich
Score Reader	Patrick McGinn
Graphics Coordinator	Thay Yang
Set Designer for Christmas Pops Concert	Joe Sankey
Remote Production Supervisor	John McKay
Remote Production Crew	John McKay, Glenn Riley, Duane Rodriguez, Sue Otto, Diane Martin, Doni Teres, Greg Haladej, Mel Verhein, Andy Wilke

### **OUTDOOR WISCONSIN SPECIAL - DEER HUNT 2000**

Producer and Director	Jack Abrams
Producer and Host	Dan Small
Associate Producer	Liddie Collins
External Producers	Wisconsin Department of Natural Resources
Graphics Coordinator	Thay Yang
Set Designer	Joe Sankey
Studio Supervisor	Glenn Riley
Videographers	Michael Garvin, Marshall Savick, John McKay
Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students

### **OUTDOOR WISCONSIN SPECIAL – DOOR COUNTY USA**

Producer and Director	Jack Abrams
Producer and Host	Dan Small
Graphics Coordinator	Thay Yang
Videographer	Marshall Savick and Michael Garvin

### **RAINBOW SUMMER: WILLY PORTER CONCERT and PAUL CEBAR CONCERT**

Producer and Director	Bill Werner
Remote Production Supervisor	Duane Rodriguez
Remote Production Crew	Duane Rodriguez, Sue Otto, Diane Martin, Doni Teres, Greg Haladej, Mel Verhein, Andy Wilke, John McKay, Glenn Riley, Summer Television Production Students
Graphics Coordinator	Thay Yang

### **TALIESIN – produced entirely in High Definition**

Producer, Director and Writer	Jim Peck
Host	Jim Peck Sr.
Lighting	John McKay
Videographer	Duane Rodriguez
Graphics Coordinator	Thay Yang

### **THOMAS HAMPSON MASTER CLASS - produced entirely in High Definition**

Producer and Director	Jim Peck
Videographer	Duane Rodriguez

## **SPECIALS Continued**

### **TWO HAMMERS AND A SAW: THE THEATER LEGACY OF FATHER WALSH**

Producer and Director	Jane Bieterman
Guest Pre-interview Research	Deb Sherwood
Associate Producer	Rachelle Cehanovich
Host	Jim Peck Sr.
Videographers	Marshall Savick and Duane Rodriguez

## **PROMOTION AND COMMUNITY RELATIONS**

### **ON AIR PROMOTION SPOTS AND WEB SITE**

Director of Broadcasting	Tom Dvorak
Community Relations Supervisor	Darlyne Haertlein
Community Relations Continuity Writer	Scott Johnson
Graphics Coordinator	Thay Yang
Videographer	Marshall Savick

### **READING RAINBOW**

Producer, Director and Writer	Darlyne Haertlein
Graphics Coordinator	Thay Yang
Videographer	Michael Garvin
Studio Event setup supervisor	Glenn Riley

### **READY TO LEARN**

Producer, Writer and Host	Darlyne Haertlein
Host	Sharon Patterson
Director	Jack Abrams
Studio Supervisor	Glenn Riley

### **VACATION STATION**

Producer and Writer	Darlyne Haertlein
Graphics Coordinator	Thay Yang

### **COMMUNITY RELATIONS STUDIO WORKSHOPS OR EVENTS - NOT FOR AIR**

Community Relations Supervisor	Darlyne Haertlein
Studio Event setup supervisor	Glenn Riley
Event Videography for on-air promos	Marshall Savick, Michael Garvin, and Duane Rodriguez

## **INSTRUCTION**

### **FIRST YEAR TELEVISION AND VIDEO PRODUCTION LABS – NOT FOR AIR**

Coordinating Instructor	Kevin Pulz
Lab Assistant on an as available basis	Duane Rodriguez

### **GREAT DECISIONS – 8 PROGRAMS FOR AIR ON CHANNEL 36**

Coordinating Instructor / Producer / Director	Dave Baule
Overseeing Studio Supervisor	Glenn Riley
External Producer and Host	University Of Wisconsin - Milwaukee
Producers and Directors	2 <sup>nd</sup> year Television Production Students

## **INSTRUCTION Continued**

### **LETTERS TO SANTA – 10 PROGRAMS FOR AIR ON CHANNEL 10**

Coordinating Instructor / Producer / Director	Dave Baule
Overseeing Studio Supervisor	Glenn Riley, Duane Rodriguez
Producers and Directors	2 <sup>nd</sup> year Television Production Students
External Talent	Santa, Elf, Various Entertainment

### **PANTHERVISION – 24 NEWSCASTS FOR UNIVERSITY OF WISCONSIN - MILWAUKEE**

Coordinating Instructor / Producer / Director	Dave Baule
Instructor / Producer / Director	Glenn Riley
External Project Coordinator	UW-Milwaukee Journalism Department
Directors	2 <sup>nd</sup> year Television Production Students
External Producers, Reporters, Anchors	UW-Milwaukee Journalism Students

### **SECOND YEAR GUEST LECTURES – NOT FOR AIR**

Coordinating Instructor	Dave Baule
Guest Lectures for 2 <sup>nd</sup> year classes	Various members of the program production department staff give a class guest lecture based on their area of expertise.

### **STUDENT OPERATIONS DAY – ENTIRE DAY OF BROADCASTING ON CHANNEL 36**

Coordinating Instructor / Producer / Director	Dave Baule
Overseeing Studio Supervisor	Glenn Riley, Duane Rodriguez
Producers and Directors	2 <sup>nd</sup> year Television Production Students

### **TV WORKSHOP SHOW – ONE PROGRAM PER 2<sup>nd</sup> YEAR STUDENT FOR AIR ON CH 36**

Coordinating Instructor / Producer / Director	Dave Baule
Overseeing Studio Supervisor	Glenn Riley, Duane Rodriguez
Producers and Directors	2 <sup>nd</sup> year Television Production Students

### **TV WORKSHOP CLASS**

Coordinating Instructor / Producer / Director	Kevin Pulz
Studio Supervisor	Glenn Riley
Alternate Studio Supervisors	Duane Rodriguez and John McKay
WMVS / WMVT Studio Production Crews	1 <sup>st</sup> & 2 <sup>nd</sup> year Television Production Students