

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 19, 2007

Shenandoah Telecommunications Company

(Exact name of registrant as specified in its charter)

Virginia	0-9881	54-1162807
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

500 Shentel Way P.O. Box 459 Edinburg, VA	22824
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (540) 984-4141

Not applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2-(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement.**

On November 19, 2007, Shenandoah Personal Communications Company ("Shenandoah PCS"), a wholly owned subsidiary of Shenandoah Telecommunications Company (the "Company"), and Sprint Nextel Corporation and certain of its subsidiaries ("Sprint Nextel") entered into Addendum VIII to the Sprint PCS Management Agreement. The Addendum sets forth the terms upon which Shenandoah PCS will sell Sprint Nextel products marketed under the PowerSource brand name that provide voice and data capabilities on the Sprint PCS Network and push to talk capability on the iDEN Network. A copy of Addendum VIII is attached as Exhibit 10.36.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers. Compensatory Arrangements of Certain Officers.**

On November 19, 2007, the Board of Directors of Shenandoah Telecommunications Company (the "Company") appointed Adele Skolits to serve as the Company's Chief Financial Officer. Ms. Skolits joined the Company as Vice President – Finance in August 2007. Prior to joining the Company, Ms. Skolits was Chief Financial Officer of Cleveland Unlimited (dba Revol Wireless), a regional provider of wireless phone service, since July, 2004 and Chief Financial Officer of City Signal Communications, a fiber-optic network company from May, 2001 to July, 2004. Ms. Skolits is 49. A copy of the press release announcing the appointment of Ms. Skolits is furnished as Exhibit 99.1 to this report and is incorporated herein by reference.

As compensation, Ms. Skolits will receive an annual salary of \$185,000 and was previously awarded options to acquire 30,000 shares of the Company's common stock pursuant to the Company's 2005 Stock Incentive Plan at an exercise price equal to the fair market value of the Company's common stock on the date of grant. Ms. Skolits is eligible to participate in all of the Company's benefit plans described in its most recent proxy statement including

but not limited to the Executive Supplemental Retirement Plan and the 2007 Incentive Compensation Plan. The Board has set a target payout under the 2007 Incentive Compensation plan of 20% of compensation paid to Ms. Skolits for 2007

There is no arrangement or understanding between Ms. Skolits and any executive officer or director of the Company. There are no family relationships among Ms. Skolits and any of the Company's executive officers or directors. Further, there are no transactions involving the Company and Ms. Skolits which would be reportable pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

**Item 9.01 Financial Statements and Exhibits.**

**(c) Exhibits**

[10.36](#)      [Addendum VIII to the Sprint Management Agreement dated November 19, 2007](#)

[99.1](#)        [Press Release dated November 20, 2007](#)

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SHENANDOAH TELECOMMUNICATIONS COMPANY  
(Registrant)

November 20, 2007    S/ Earle A. Mackenzie

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Earle A. Mackenzie  
(Duly Authorized Officer and Principal Operating Officer)

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**Addendum VIII**  
**to**  
**Sprint PCS Management Agreement**

Dated as of September 28, 2007

Manager: SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

Service Area BTAs: Altoona, PA #12  
Hagerstown, MD-Chambersburg, PA-Martinsburg, WV #179  
Harrisburg, PA #181  
Harrisonburg, VA #183  
Washington, DC (Jefferson County, WV only) #471  
Winchester, VA #479  
York-Hanover, PA #483

This Addendum VIII (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between Sprint Spectrum L.P., WirelessCo, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P. and Shenandoah Personal Communications Company (the "Management Agreement.") The Management Agreement was amended by:

- (1) Addendum I dated as of November 5, 1999,
- (2) Addendum II dated as of August 31, 2000,
- (3) Addendum III dated as of September 26, 2001,
- (4) Addendum IV dated as of May 22, 2003,
- (5) Addendum V dated as of January 30, 2004,
- (6) Addendum VI dated as of May 24, 2004, and
- (7) Addendum VII dated as of March 13, 2007.

The terms and provisions of this Addendum control over any conflicting terms and provisions contained in the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for the express modifications made in this Addendum. This Addendum does not change the effective date of any prior amendment made to the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions through previously executed addenda.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Schedule of Definitions or in prior addenda. Section and Exhibit references are to sections and Exhibits of the Management Agreement unless otherwise noted.

This Addendum is effective on September 28, 2007 (the "Effective Date").

A. On the Effective Date, the Management Agreement and the Schedule of Definitions are amended as follows:

1. A new Section 3.7 is added reading as follows:

**3.7 PowerSource Products and Services.** In addition to selling Sprint PCS Products and Services, Manager and Manager Distributors will sell PowerSource Products and Services in the Service Area. Manager may not sell any other product or service that is capable of using both the Sprint PCS Network and the iDEN Network without the written permission of Sprint PCS. Manager and Manager Distributors must comply with all requirements that Sprint PCS may elect to implement relating to the sale of PowerSource Products and Services as long as the requirements also apply to the sale of PowerSource Products and Services by Sprint PCS and its Related Parties. Manager will be responsible for all handset costs (including any applicable handset subsidies) and any commissions paid to any Manager employee or Manager Distributor that sells a PowerSource Phone that is activated in the Service Area. Manager will not be entitled to any compensation under the Distribution Agreement for any sale of PowerSource Products and Services. PowerSource Phones and related accessories will be made available to Manager in the same manner in which telephones that operate exclusively on the Sprint PCS Network and related accessories are made available to Manager.

2. Section 2.3(d)(i) is deleted in its entirety and replaced with the following:

(i) Sprint PCS may cause Sprint PCS Products and Services and PowerSource Phones and Services to be sold in the Service Area through the Sprint PCS National Accounts Program Requirements and the Sprint PCS National or Regional Distribution Program Requirements:

3. The first sentence of the second paragraph of Section 10.2 of the Management Agreement is deleted and replaced with the following:

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**"Billed Revenue"** is all customer account activity (e.g., all activity billed, attributed or otherwise reflected in the customer account but not including Customer Credits) during the calendar month for which the fees and payments are being calculated (**the "Billed Month"**) for (A) Sprint PCS Products and Services and (B) PowerSource Products and Services related to all Customer accounts assigned to the Service Area, except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in Section 10.2.3 through 10.2.6, 10.4 and 10.8), (iii) amounts collected from Customers and paid to governmental or regulatory authorities (e.g. Customer Taxes and USF Charges) and (iv) other amounts identified in this agreement as not included Billed Revenue (these Customer Accounts being **"Manager Accounts"**).

4. A new section 10.2.7 is hereby added to the Management Agreement:

Manager will pay the PowerSource Fee for each PowerSource Phone that is activated during any month in a CSA assigned to the Service Area, regardless of when the PowerSource Phone is subsequently deactivated (including, specifically, but not limited to any deactivation arising from an early termination or return of a phone by a customer or fraudulent sales of PowerSource Phones). The PowerSource Fee will not be reduced by any Allocated Write Off. Sprint may credit the amounts due to Manager under this Section 10 for any month by the amount of the PowerSource Fee due to Sprint PCS or a Related Party for that month.

5. The first sentence of Section 10.3.2.2 of the Management Agreement is deleted and replaced with the following:

The reductions of amounts billed to Manager Accounts related to the sale of handsets and handset accessories from Sprint PCS inventory (including PowerSource Phones and related accessories) are referred to as **"Customer Equipment Credits."**

6. Section 10.3.2.5 of the Management Agreement is deleted in its entirety and replaced with the following:

10.3.2.5 Customer Equipment Charges. The amount that Sprint PCS bills to Manager

Accounts for subscriber equipment and accessories sold or leased (including PowerSource Phones and related accessories) are referred to as **“Customer Equipment Charges”**.

7. The first sentence of Section 10.10 of the Management Agreement is replaced with the following:

Each Business Day, Manager will deposit into bank accounts and authorize Sprint PCS or a Related Party that Sprint PCS designates to sweep from such accounts the amounts collected from Customers on behalf of Sprint PCS and its Related Parties for the Sprint PCS Products and Services and PowerSource Products and Services.

8. The following are new definitions on the Schedule of Definitions:

“iDEN Network” means the wireless network operated by Related Parties of Sprint PCS in the 800 MHz and 900 MHz spectrum range utilizing iDEN technology.

“PowerSource Fee” means a one-time fee of \$120 that Manager pays to Sprint PCS (or a Related Party designated by Sprint PCS) for each PowerSource Phone that is activated during any month in a CSA assigned to the Service Area.

“PowerSource Products and Services” means those telephones that Sprint PCS elects to market under the PowerSource brand name that provide voice and data capabilities on the Sprint PCS Network and push to talk capability on the iDEN Network operated by Related Parties of Sprint PCS (“PowerSource Phones”), together with the wireless services accessible from a PowerSource Phone that use the iDEN Network and accessories for the PowerSource Phones.

9. **Manager and Sprint PCS’ Representations.** Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party’s right or obligation to consummate the transactions contemplated by this Addendum.

10. **Counterparts.** This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument.

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The parties have caused this Addendum VIII to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WIRELESSCO, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APC PCS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PHILLIECO, L.P.

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY L.P.

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

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NEXTEL COMMUNICATIONS, INC.

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

SHENANDOAH PERSONAL  
COMMUNICATIONS COMPANY

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

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**NEWS RELEASE**

For further information, please contact Christopher E. French at 540-984-4141.

***Adele Skolits Appointed Shentel CFO***

EDINBURG, VA, (November 20, 2007) –Shenandoah Telecommunications Company (Shentel; NASDAQ: SHEN) announced today that effective November 19, 2007, Adele M. Skolits was named Chief Financial Officer (CFO). Skolits continues to serve as Vice President-Finance, a position she has held since joining Shentel in August, 2007.

Skolits came to Shentel from Cleveland Unlimited (dba Revol Wireless) where she served as CFO since July, 2004. Revol Wireless is a regional provider of wireless phone service. She had previously held the position of CFO of City Signal Communications, a fiber-optic network company which she joined in May, 2001.

Earle MacKenzie, who previously served as Shentel's CFO in addition to his other responsibilities as Executive Vice President and Chief Operating Officer will continue in these other roles.

**About Shenandoah Telecommunications**

Shenandoah Telecommunications Company is a holding company that provides a broad range of telecommunications services through its operating subsidiaries. The Company is traded on the NASDAQ National Market under the symbol "SHEN." The Company's operating subsidiaries provide local and long distance telephone, Internet and data services, cable television, wireless voice and data services, alarm monitoring, and telecommunications equipment, along with many other associated solutions in the Mid-Atlantic and Southeastern United States.

This release contains forward-looking statements that are subject to various risks and uncertainties. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of unforeseen factors. A discussion of factors that may cause actual results to differ from management's projections, forecasts, estimates and expectations is available in the Company filings with the SEC. Those factors may include changes in general economic conditions, increases in costs, changes in regulation and other competitive factors.