

Producer's Policy Manual

Operating Rules and Procedures



**Your Voice.
Your Network.**

Public Access Corporation of the District of Columbia

Effective January 25, 2016

Producer Responsibility and Liability at DCTV

Membership in DCTV is open to adults and minors, residents of the District, and non-residents, individuals and organizations (nonprofits, for-profit businesses, public agencies). All members – individuals, organizations and businesses – are executive producers and responsible as such for complying with the policies, rules and procedures of DCTV. Unless indicated otherwise, all references herein to “producer” mean “executive producer”. For purposes of this Manual, DCTV is not a producer and is not subject to the rules stipulated herein.

All producers and program sponsors, along with other members using the equipment, facilities and cable channels of DCTV are completely responsible for all claims arising out of their use thereof. They agree to hold harmless the Public Access Corporation of DC, its directors, officers and staff, all cable providers on whose systems programs are telecast, and the District of Columbia against any such claims or any breach of a signed Statement of Compliance, including but not limited to any claims of libel, slander, invasion of privacy, unauthorized use of copyright material, or failure to comply with other laws.

The Statement of Compliance is an agreement between producers and DCTV of fundamental importance, in signing it, each producer agrees to abide by the policies, rules and procedures outlined herein and any additional procedures derived from them. Each producer understands that sanctions or other penalties accompany every rules violation. Each producer understands that repeated offenses of any kind can result in permanent suspension.

Producer Policy Manual

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100 ELIGIBILITY and MEMBERSHIP

Membership Eligibility

Any individual or organization is eligible for membership with DCTV. Eligibility for membership can be delayed for a period of sixty (60) days, at DCTV's sole discretion, for any individual that interferes with the orderly conduct of DCTV activities, facilities or programs; or acts disrespectfully or in a threatening manner towards any person in DCTV's facilities or on DCTV field productions.

An individual is permanently not eligible for membership, at DCTV's sole discretion, if he or she commits any of the following:

- a. Causes injury or threat of injury to any person (including staff, members and others) while on DCTV property or while using DCTV facilities or equipment or while participating in DCTV activities in any other location;
- b. Commits theft, unauthorized removal, vandalism or willful damage of DCTV equipment or facilities; or theft of the personal property of any DCTV staff, user or visitor;
- c. Consumes, sells or dispenses illegal substances, or illegally possessing or brandishing a weapon on DCTV property or while using DCTV facilities or equipment or while participating in DCTV activities in any other location; and
- d. Makes false representation of herself or himself as a DCTV or cable provider employee, or makes unauthorized use of DCTV's trademarks, copyrights or other intellectual property rights and fails to correct in a timely manner once notified.

100.1 Only members in good standing as producers are permitted to submit programs for telecasting, to register for training, and to use the production facilities and equipment of DCTV, provided that they have executed a *Statement of Compliance*, completed a membership application form (or renewal) and paid their annual membership fee and completed DCTV 101.

100.2 Members are in "good standing" when they have no unpaid charges, no pending disciplinary actions or citations for violating these policies or any rules and operating procedures derived from them.

100.3 Unless enrolled in a DCTV Youth Training Institute ("YTI") program, minors are permitted to be producers, provided that an adult member, a parent or legal guardian assumes supervisory, legal and financial responsibility for a minor, cosigns all forms and documents, and is present whenever a minor is in the field with DCTV equipment.

100.4 Producers are residents of the District of Columbia or they are non-resident producers.

100.5 All producers must submit proof of legal identity and *bona fide* residence upon initial application and renewals thereof. All phone numbers where the member can be reached must be provided. Changes of address and telephone number(s) must be reported within 60 days.

a. Individuals must present government-issued photo identification (driver's license or passport) and proof of residency. Proof of residency can be established with a current document—less than 60 days old—addressed to the applicant and issued by a educational institution, a

government agency, a utility or an employer.

b. Non-governmental agencies (NGOs) and for-profit and nonprofit enterprises may submit a business license, nonprofit certification or company utility bill along with the organization membership fee. Other documents may be acceptable, but only if approved by DCTV's VP of Administration and CFO. A letter signed by the chief executive officer or owner, certifying street address on the letterhead of the agency or firm, may be sufficient to establish it, but DCTV reserves the right to require additional documentation. (The residency of an organization is determined by its street address.)

c. Government offices and agencies may furnish a letter certifying street address on the office or agencies' letterhead and signed by the chief administrative officer thereof. (The residency of a government office or agency is determined by its street address.)

Misrepresentation of facts in establishing legal identity or residency is a major violation of the rules and may result in the immediate suspension of all member privileges.

100.6 Producers are permitted to use their aliases or artistic names in their programs, in addition to their legal identities, but they must be disclosed in the initial application for membership and all renewals.

100.7 Organizations (nonprofits, public agencies and private businesses) may select up to three adults as representatives (reps), one of whom shall be the *principal* contact person with DCTV, to receive training and certification in the use of equipment and facilities.

100.8 Producers receive a membership identification card that must be presented when checking out equipment or booking the use of facilities (studios, edit suites, etc.) The membership identification card remains the property of DCTV and must be submitted upon request. Lost or stolen cards must be replaced promptly at the member's expense.

100.9 Producers who pay for membership with a check that is returned because of insufficient funds are not members until the check is redeemed in cash or by money order and a service fee of \$25 is paid. Thereafter, members must pay all charges with cash or money orders. To request an exception to this rule, the producer must submit a written request to DCTV's VP of Administration and CFO. All exceptions must be approved in writing by the VP of Administration and CFO.

100.10 In the event that a member is held liable to DCTV for compensatory or other damages, DCTV reserves the right to sue and seek recovery of all legal costs and expenses resulting from litigation.

150 PROGRAM CONTENT and RESTRICTIONS

Producers at DCTV are speakers in the spirit of the First Amendment using public resources to produce programming for the communities of the District. Consequently, they accept responsibility for their freedom of expression and agree to exercise it within the laws of the United States and the District of Columbia.

150.1 Lawful Programming - Programs may not contain any material that is obscene, constitutes libel, slander, or is an invasion of privacy rights, or a violation of a copyright, or otherwise violates the laws of the United States or the District of Columbia. Failure to adhere to this

policy is a serious violation of the rules. It will result in the permanent suspension of all member privileges.

150.2 Producer is Responsible

- a. Producers agree to hold harmless DCTV, its staff and board of directors, all cable service providers, and the government of the District of Columbia from any and all claims arising from producing with DCTV equipment and telecasting any programs they submit.
- b. Producers are responsible for obtaining the written permission from the appropriate licensing authority for use of all copyright protected content including pictures, video clips and music in their programs. Failure to adhere to this policy is a serious violation of the rules, and may result in the permanent suspension of all member privileges.

150.3 Program Content Must be Non-Commercial

- a. Programs must not contain any commercial content whatsoever. Any audio, text or video that identifies, solicits, barters and/or promotes the products or services of a specific business, the business itself or an individual or appears to do so is strictly prohibited. Programming must not further the non-commercial message of your program or jeopardize the non-commercial mandate of DCTV.

Programs may not contain calls to action. A call to action is any audio, text or video that encourages the viewer to **take action** to purchase a product or service or to visit a specific business.

Use of public access facilities or channels for commercial purposes is a serious violation of the rules and will result in permanent suspension of all member privileges.

- b. DCTV recognizes film trailers, music videos and related media generally as promotional formats for advertising; programs composed of this kind of material will not be telecast. However, programs that incorporate film or video segments within the context of a discussion or critical assessment will be telecast provided that the incorporated material does not exceed 50% of total program content.
- c. Books. References to books and its specific contents are prohibited. **The book cannot be the emphasis of the show or segment**. The book should be incidental to the conversation.

Programs with Authors. If an author is lending expertise to a subject or topic being discussed and s/he has written a book that speaks to or includes that topic, like any guest, the author can be identified with his/her name in the lower third during the segment. Additionally, the name of the book may be included in the lower third during the segment once along with the author's name, only for the purpose of establishing the author's authority. The cover of the book may be shown once as part of the author's introduction and may additionally be shown once to conclude the segment. The name of the publisher or how or where to purchase the book may not be shown during the segment, or in the final program credits.

Critical Assessments or Discussions (author not present) Critical assessments or discussions are not considered commercial as long as the critique refers to books as supporting evidence or examples of the topic, but **the books themselves are not the emphasis of the show or segment**. When the program is this kind of critical assessment, discussion or comparison that involves referring to two or more books, each book referred to in the critical assessment may be shown once during the segment, and once to conclude the segment. Alternatively, the name of the book and author may be included as text in the lower third—replacing showing the book cover—either once during the segment or once at the end of the segment, or both. The name of the publisher or how or where to purchase the book may not be shown during the segment, or in the final program credits.

- d. Music Recordings. Music Recordings (including CDs) and music artists follow the same rules and policies as books and authors. **The CD cannot be the emphasis of the show or segment**. The CD should be incidental to the conversation.

Programs with Music Guest. If a music guest appears on a show as an expert or authority on the subject or topic being discussed, like any guest, the musical artist can be identified with his/her name in the lower third during the segment. Additionally, the name of the recording or CD may be included as text in the lower third during the segment once along with the musical artist's name, only for purpose of establishing the artist's credentials or authority. The cover of the artist's recording or CD may be shown as part of the artist's introduction and may additionally be shown once to conclude the segment, unless the music guest performs a piece or segment of a piece from the CD or recording. The name of the recording company or how or where to purchase the recording or CD may not be shown during the segment, or in the final program credits.

Critical Assessments or Discussions (musician not present) Critical assessments or discussions are not considered commercial as long as the critique refers to music recordings (including CDs) as supporting evidence or examples of the topic, but **the recordings themselves are not the emphasis of the show or segment**. When the program is this kind of critical assessment, discussion or comparison that involves referring to two or more recordings or recording collections (e.g. CDs), each recording referred to in the critical assessment may be shown once during the segment, and once to conclude the segment. Alternatively, the name of the recording or recording collection and artist may be included as text in the lower third—replacing showing the CD or recording cover—either once during the segment or at the end of the segment, or both. The name(s) of the recording company or how or where to purchase the recording(s) or CD(s) may not be shown during the segment, or in the final program credits.

- e. Producers of live-to-tape programs containing telephone numbers or “call-in” segments must indicate during all showings subsequent to the initial live telecast that they were pre-recorded, to minimize viewer calls to the listed number.
- f. Producers may telecast the following noncommercial feedback sources, at the end of

their programs, from which a viewer may receive additional information:

1. producer's telephone number
2. producer's website location
3. producer's e-mail address
4. "Producer's Web Box" (general voice mail at DCTV for program feedback)

"Call in" telephone numbers may appear during a live program. Otherwise, feedback sources may only appear at the end of a program, immediately preceding the credits.

- g. Contact information for guests on programs may be shown once during the show, regardless of length of the program, and once more during credits. Political campaigns are exempted from this rule.

Political campaigns may telecast noncommercial contact information at any time during programming (including web sites, telephone numbers, etc), provided that such contact information is not used for telemarketing, direct sales or any other commercial purpose whatsoever.

- h. Feedback sources cannot be used for telemarketing, direct sales or any other commercial purpose whatsoever. Telephone numbers, websites and e-mail must be available for viewers' feedback without incurring toll charges or service fees of any kind. Failure to adhere to this policy is a major violation of the rules, and may result in the immediate suspension of all member privileges.

150.4 No Ticket Sales, Lotteries, Contests. Programs must not promote the sale of tickets or conduct any lottery, raffle, contest or game involving prizes awarded in whole or in part by chance.

150.5 DCTV Logo Requires Permission. Producers may not use the DCTV logo in any of their programs or in any of their literature without prior specific written permission.

200 PROGRAM SUBMISSION and SCHEDULING

Channel time is made available on a non-discriminatory basis to members with the aim of being fair and equitable to all. DCTV is responsible for determining the time, place and manner by which programming will reach its audience. All scheduling decisions are final.

Viewers are as important as speakers at DCTV. Producers are obligated to submit programs in a timely manner so that cable television viewing audience may learn beforehand about programs on television, in newspapers, and in other promotional materials.

200.1 A Program Submission Form and Volunteer Data Sheet must accompany each program submitted for telecasting. Each form must be completed correctly and signed by the *executive producer or producer*.

Unless otherwise stated in this manual, all single and new series programs are due to be submitted no later than the first of the month *prior* to the month in which they are to be telecast

(e.g. due November 1 for telecast in December).

200.2 Each individual program must be accompanied by a Program Submission Form and Volunteer Data Sheet, and ***the backup media submission*** must appear on a separate medium (DVD, videotape, digital file, etc.) irrespective of its length.

200.3 The format for program submission is via electronic file. This can be done as follows:

1. direct file transfer from DVD
2. direct file transfer from DVCam
3. direct file transfer to FTP site

In every case, producers should maintain a master to ensure a reliable safety master of their work exists.

Producers are strongly encouraged to submit a DVD (preferable) or DVCam version of the program along with their electronic file and Channel Time Request, in case staff must perform any additional tasks regarding the producer's electronic program file. Opting to not submit the media backup may result in the program not being telecast in the month for which it was submitted for airing.

Encoding stations will be available for members to place their programs directly on DCTV servers at no charge. DCTV will offer encoding services for a fee for those members who request this service. DCTV at its discretion may charge a fee for encoding training.

Current electronic file guidelines will be posted, and updated by staff as needed. Instructions for encoding to the servers will be provided.

For urgent timely programs or other emergency special circumstances, DCTV may be able to accommodate the rare submission of a program, staff resources and equipment limitations allowing, and so long as the nature of the program *requires* overriding the usual procedures for telecasting.

200.4 Programs will not be accepted unless they are labeled precisely, as follows. Labels must be affixed to each program medium and a storage jacket is also required. (Items in brackets are optional.)

Producer's name
Producer's telephone number
Series and/or program title
Program record date
TRT (Total Run Time of Program) **to the nearest second**
[Important Notifications]

200.5 The slate, *or label*, of each program submitted for telecasting, *which is to be permanently affixed to the medium and case or sleeve*, is to contain (items in **boldface** are mandatory):

tag line, if needed
program or series title
subtitle, if applicable

episode number
executive producer's legal identity
Public Access Corporation of DC (if produced with DCTV facilities)
production dates

200.6 Scheduling priorities for telecasting on DCTV channels are:

- a. Series programs produced by resident members
- b. Single programs produced by resident members
- c. Sponsored programs by resident members
- d. Programs produced by non-resident members.

200.7 Scheduling consideration may be given to live or timely programs *or* the first program of any producer.

200.8 Programs suitable for adults only are scheduled at appropriate times, late in the evening. The slate for these programs must bear the tag line:

Adult Content: Not Suitable for all Audiences

200.9 Producers are encouraged to develop “standard” length programs (28 or 58 minutes), with which viewers are familiar, but DCTV will accept single programs of any length.

200.10 Each program accompanied by a Program Submission Form and Volunteer Data Sheet must appear on a separate medium (acceptable to DCTV), irrespective of its length.

200.11 The legal identity of any member submitting or sponsoring programs for telecasting must appear on the Program Submission Form and Volunteer Data Sheet, *as well as* the medium (videotape, DVD, etc.) to be televised.

200.12 Unless other arrangements are made, producers must retrieve their program masters within 60 days of last telecast, providing DCTV with at least 24 hours notice prior to pick up *or* with a self-stamped, self-addressed mailer.

200.13 Unless other arrangements are made, no more than 10 program masters (*not including series*) at a time will be retained for any producer. Excess media will be recycled or discarded, at the discretion of DCTV. DCTV will provide courtesy notification to producers *once* regarding excess media.

200.14 DCTV may preempt scheduled programs to telecast timely or live programs of special interest to cable television subscribers. Preemptions must be requested in writing including the reason for the request, and approved in writing by the VP of Operations. There may be instances where such requests cannot be accommodated.

200.15 DCTV will make an effort to accommodate producers who make arrangements for Nielson or other major audience ratings programs, including accommodating needs for revised submission procedures. Additional staffing, administrative, equipment, editing or other costs are incurred by accommodating such requests, the costs shall be borne by the producer and paid in advance. However, DCTV reserves the right to reject requests that it may not be able to

reasonably accommodate, including those that may require submission too close to telecast time. DCTV requests that producers share the results with DCTV if possible.

200.16 DCTV reserves the right to discard, erase or retain any un-retrieved master programs produced with the use of DCTV facilities and equipment. All other un-retrieved masters will be recycled or discarded.

200.17 DCTV reserves the right to retain a copy of any program telecast on public access and to re-telecast it in the future.

200.18 Producers and program sponsors agree to hold harmless DCTV against all claims of errors, omissions or interruptions in the telecasting or distribution of any producer's programs, and claims for the erasure, damage, loss or theft of any producer's programs.

200.19 DCTV may operate community bulletin boards as one of its services to the communities of the District. DCTV is the producer and sole authority regarding the content and appearance of such bulletin boards, and will develop any procedures for use of the service. DCTV may revise these procedures or cease provision of the community bulletin board services at any time without notice. DCTV reserves its right as producer of community bulletin boards to reject or edit any message that does not conform to its guidelines or for reasons of content or length. In no case will messages provided by the public be accepted that use DCTV's identity, address, telephone number, or otherwise associate themselves with DCTV without express written permission.

250 SERIES PROGRAMS

250.1 A series is a set of original programs, bound together by a shared theme, that is uniform in length (either a 28-minute or 58-minute platform) and telecast in periodic installments. Depending upon the availability of resources, a producer may be limited to *one* series at a time. A program is original only when at least 85% of its content has never been previously telecast on DCTV. Exceptions in writing can be made by the VP of Operations.

250.2 A series can be produced in either a weekly (13 episodes) or biweekly (7 episodes) format; a weekly series is scheduled for 13 weeks, a biweekly series is scheduled for 14 weeks. All programs must be original and directly related to the theme as presented in the Series Request. If the premise or theme of the series changes, it is considered a new series, and will require its own Series Request. The use of re-edited (some limited exceptions may be made by VP of Operations), re-telecast or formerly submitted material is prohibited in a series. Please note that weekly series are reserved for DC residents or programs sponsored by DC residents.

250.3 A Series Request must be completed by a producer in consultation with DCTV staff and submitted along with the first four original programs planned for the series. The Series Request outlines the series' theme and identifies the resources that will be committed by DCTV to sustain the series as scheduled.

250.4 DCTV staff review each Series Request with an eye to a producer's good standing record, a producer's production track record, and the capacity of DCTV to support the project. Upon approval by DCTV the Series Request becomes a contract with a producer.

250.5 Each program in a series must meet all requirements and the specifications set forth in Sections 150 (Program Content) and 450 (Technical Requirements for Programs), and must continue to fulfill the requirements outlined in the series contract. [Note: the contract is specific to a producer and the series as originally requested. This means, for example, that a producer shall not substitute into the series timeslot programs by other producers or otherwise not defined in the series contract, or provide a program of a length other than agreed upon, or otherwise “transfer” any series timeslot to any other producer or other program, including a program that was created by the producer holding the series timeslot but is not part of the original series.] Failure to meet requirements and specifications outlined herein may result in series cancellation and a ban on further series productions.

250.6 All programs in a series must be completed in a timely manner and submitted to the assigned Project Manager, with a Program Submission Form and Volunteer Data Sheet, by noon one week before the scheduled telecast date. To accommodate timely programming, exceptions may be made in writing by the VP of Operations, but only if the alternative arrangement does not compromise necessary preparation procedures for telecasting.

250.7 If a series producer fails to provide an installment in a timely manner more than twice, the series will be canceled by DCTV, and the producer will not be eligible to submit a series request for one year. Substitutions of programs in a series when the producer fails to provide an installment must be programs from the current series itself, and notice of the substitution must be provided to the VP of Operations prior to telecast date of the substitution. The VP of Operations may make exceptions in extenuating circumstances.

250.8 Each series will be reviewed and evaluated by DCTV staff after two-thirds of the series' programs have been telecast. A series is renewable if:

- a. there is sufficient channel capacity to accommodate a renewal
- b. there are sufficient production resources to sustain a renewal
- c. its producer has adhered to DCTV's policies and procedures
- d. its producer is a member in good standing
- e. its producer has consistently met submission deadlines
- f. its producer has observed all parts of this section (250).

250.9 Producers who have series canceled twice forfeit the privilege of producing any further series.

300 SINGLE (non-series) PROGRAMS

300.1 A single program presents or explores a theme, event, activity, idea, drama, etc typically arriving at a conclusion by the end of the program. Single programs are scheduled monthly. They must be submitted to the assigned Project Manager with a Program Submission Form and Volunteer Data Sheet no later than the first day of the month before they are scheduled for telecasting in the succeeding month. To accommodate timely programming, exceptions may be made in writing by the VP of Operations, but only if the alternative arrangement does not compromise necessary preparation procedures for telecasting.

300.2 Producers are encouraged to produce short programs, trailers (including promos for their single programs or series), and PSAs that DCTV may use at its discretion.

400 PROGRAM OWNERSHIP and DISTRIBUTION RIGHTS

Public access television production and distribution is heavily subsidized so that cost will not be a barrier against District residents exercising their freedom of expression under the First Amendment. Producers forfeit all claims to a subsidy when they sell or intend to distribute their programs commercially.

400.1 Producers retain all intellectual rights to their programs, subject to the policies of DCTV, but securing these rights at law—such as copyright—is the responsibility of the producer. Producers must provide DCTV with notice of any restrictions on rights to telecast or transmit any program they submit.

400.2 The use of DCTV's equipment, facilities or channels for private, commercial, for monetary gain, or for any other purpose than to produce programs for telecast on DCTV channels in accordance with these Rules is strictly prohibited. Failure to observe this policy is a serious violation of the rules and will result in the permanent suspension of member privileges.

400.3 All programs produced with the equipment or facilities of DCTV (in whole or in part) *must* premiere on one of its channels. Live streaming of a program produced with DCTV equipment does not violate this rule 400.3. Failure to observe this policy is a major violation of the rules and may result in the suspension of all member privileges.

400.4 Producers may distribute their programs without charge to whomever they wish.

400.5 Producers that utilize DCTV equipment and/or facilities to produce a program must inform DCTV of all instances in which they may have the opportunity to sell, lease or commercially distribute a program, or portions thereof.

- a. Producers must reimburse DCTV for the value of the subsidy (figured at the current market value of the project, less any payments already made to DCTV for equipment and facilities use).
- b. DCTV is the first claimant on any payments received by producers forfeiting their subsidies.
- c. Producers who forfeit subsidies are nonetheless bound by the same policies, rules and procedures as other producers.

Failure to observe this policy is a serious violation of the rules and will result in the permanent suspension of all member privileges.

400.6 All programs produced as part of DCTV's training courses, or other DCTV sponsored events, are the sole property of DCTV. DCTV may use these materials at its discretion for various purposes, including promotional uses, video for telecasting, streaming on the web and for print materials.

400.7 Channel time is provided at no cost by DCTV for the public's use. The sale of channel time, or any exchange that effectively constitutes a sale of channel time, will result in the permanent suspension of member privileges.

400.8 DCTV retains the right to use for promotional purposes copies of any programming that was produced with the use of its equipment or facilities. DCTV may, at its own discretion, rebroadcast any program submitted for transmission and telecasting within one year of its original submission date without obtaining approval by the submitting producer.

400.9 DCTV will not release copies of programs to third parties without the permission of their respective producers, except when required to do so by law.

450 TECHNICAL REQUIREMENTS FOR PROGRAMS

Viewers are as important as speakers at DCTV. Producers are obligated to meet technical requirements so that the cable television viewing audience can receive programming signals of good quality that meet required signal specifications.

450.1 No more than one program, other than a promo or a PSA, may be placed on a single medium, and every medium must have a continuous, unbroken signal from the IN time to at least 5 seconds past the end of the program.

450.2 Up to five promos or PSAs may be placed on one DVCam source tape, provided that they are on a continuous, unbroken signal and include 10 seconds of black between each promo or PSA. Promos or PSAs on a DVD source must contain one promo or PSA per DVD.

450.3 While there is no specific requirement for the length of a pre-recorded program, live programs must be scheduled in 28 or 58 minute segments.

450.4 Each program submitted for telecasting, *regardless of the facilities where the program was produced*, shall contain, in the following order:

title of program or series
5 seconds of black
program
credits (see 450.6)
5 seconds of black

Only programs set up this way will be accepted.

450.5 The slate ***will no longer appear in the body*** of each program submitted for telecasting, ***but***

is to be permanently affixed to the medium and case or sleeve as a label, is to contain (items in **boldface** are mandatory):

tag line, if needed
program or series title
subtitle, if applicable
episode number, if part of a series
executive producer's legal identity
Public Access Corporation of DC (if produced with DCTV facilities)
production dates

450.6 The credits of each program submitted for telecasting are to contain (items in **boldface** are mandatory):

Executive Producer
Producer's artistic name, if applicable
Guests on program, if applicable
Underwriter(s), if applicable
Crew

This program was provided to the community by
[Executive producer's legal identity]

This program was produced with the
facilities and services of the
Public Access Corporation of DC

450.7 No program will be scheduled for telecasting that fails to meet DCTV's audio and visual technical standards. Technical standards are posted.

450.8 Producers have one week in which to retrieve and correct a technically defective program submitted for telecasting

500 CERTIFICATION FOR FIELD and STUDIO PRODUCERS

Producers are certified to produce, or assist others to produce, programming for public access channels in the District of Columbia, in the studio and/or the field. The certification process entails knowing the work and responsibilities of a television producer and learning how to use DCTV's equipment and facilities properly. Certification permits producers to use equipment for and facilities in which they have been trained.

500.1 Members have no access to equipment, facilities or services until they have signed a *Statement of Compliance* and completed *DCTV 101*. Both are prerequisite to all further training and assessments.

500.2 Most certification is attained through either training or assessment and is granted for two years. Producers who use the equipment and/or the facilities for which they were certified within the year, are automatically re-certified for another year. Otherwise, producers lose their respective certifications and must seek re-certification through either training or examination.

500.3 Training courses are offered in producing, field and studio production, editing and

advanced workshops, including Zone 2 classes. The courses are described in DCTV's Course Catalog.

500.4 Successful completion of any training course is contingent upon full attendance at *all* training sessions and completion of all assignments, demonstration of skills learned and meeting course goals and objectives (based on the course curriculum). Trainees unable to do so will not be certified and will be advised to re-enroll in the training course. Exceptions to class attendance in extenuating circumstances may be made by the Training Manager or the VP of Operations when all other requirements are satisfied at a high quality level.

500.5 Training courses are scheduled regularly and available to producers for enrollment on a non-discriminatory basis. To enroll in a course, members must pay enrollment fees and complete required prerequisites. Course scheduling decisions by DCTV are final.

500.6 Certification by assessment is available for some courses. For technical and production courses, certification by assessment is only for members who do not need to take a particular class because they already have sufficient skill level and experience in that area.

Members seeking certification by assessment:

- a. Will be interviewed to determine if member is sufficiently knowledgeable to be recommended for testing.
- b. After paying a fee, may be tested in a written question/answer test format and a practical test format to demonstrate skill.
- c. Certification by assessment is not a blanket certification for all courses; certification must be obtained for each skill area.
- d. If the member seeking certification by assessment fails the test, s/he will have to pay the full fee to enroll in the course; the fee for certification by assessment pays for a service that is separate from the course, and will not be applied towards the course fee.

500.7 Producers seeking certification by assessment must demonstrate a knowledge of and skill in the use of equipment and/or facilities equal to that of a successful training course completion.

500.8 Course fees and assessment charges must be paid at the time of reservation or registration. The fees are not refundable, except in cases of emergency or extreme hardship as determined by the VP of Operations, such as death in the family, relocation to more than 50 miles away, or other, similar circumstances, that in the judgment of the VP of Operations, make it impossible to take another class. Proof of the hardship or emergency will be required. Members may not reschedule from one section of a course to another; they must attend the dates for which they registered. In some special cases, the VP of Operations may authorize rescheduling to another section, but such rescheduling will only be made one time. After that, if the member does not attend the course, they forfeit the course fee. In no case, however, will any rescheduling be authorized if doing so reduces the number of students registered to below the minimum number required to hold the class, or otherwise adversely affects the other students or quality of training.

500.9 DCTV makes every attempt to fill all courses to maximize the resources it allocates for training. The VP of Operations may authorize short notice registrations, or accommodate special requests in order to ensure training resources are maximized.

500.10 When a course is canceled or postponed for any reason its registrants will be re-scheduled for another section of the course. In the event re-scheduling is not possible, registrants will receive credit entitling them to enroll in any course of their choosing for which they have met the prerequisite, or their fee will be refunded.

500.11 DCTV may telecast any program produced during training.

525 PAYMENT EXCHANGE RESTRICTIONS

525.1 DCTV members cannot utilize DCTV facilities or equipment for any private purpose, commercial purpose, or for monetary gain. This is a serious violation and will result in the permanent suspension of member privileges.

525.2 DCTV members can not accept payment as crew members or producers volunteering on member productions. This is a major violation.

525.3 Guests on programs are not required under any circumstances to pay fees to appear, nor are they required to make donations or contributions in connection with any program. These are commercial practices. Failure to observe this policy is a serious violation of the rules and will result in the permanent suspension of member privileges.

550 PRODUCTION FACILITIES and EQUIPMENT

All DCTV equipment and the facilities must be used to create programs for telecasting on public access channels. Producing programs for public access television is an important form of civic engagement. Any use of equipment or facilities to the contrary conflicts with the mission of the Public Access Corporation of DC and violates the laws of the District of Columbia. No program produced, in whole or in part, using the equipment or facilities of DCTV may contain either advertising or commercial content.

550.1 Members must possess a valid DCTV membership identification card and hold certification for the equipment and/or facilities they request to use. Cards will be held by DCTV while members use equipment or facilities, and returned when facilities have been vacated or equipment returned.

550.2 Equipment and facilities are assigned to producer projects by DCTV staff, as appropriate, and scheduled by appointment for members on a first-come, first-served basis, though District residents will be treated preferentially. Generally, the priorities for use of field equipment and facilities are (see section 200):

- a. training
- b. series episodes
- c. single programs

Reservations to use equipment and facilities are to be made prior to the date of use as early as possible or as follows:

Studio (non-series):

minimum 2 weeks prior

Field Equipment (non-series):	minimum 3 days prior
Editing:	minimum 3 days prior

Reservations may be requested closer to the date of use. Exceptions must be approved by the VP of Operations or assigned Project Manager.

All reservations require:

- An approved Program Proposal
- Unless Section 575 applies, payment at the time of the Reservation or before
- A designated time for check-out and check-in

550.3 Except for series producers, members must pay fees for the use of facilities (studios, field equipment, editing suites and all Creative Services fees, including estimated editing time) at the time reservations are made unless Section 575 applies. For series producers, fees for equipment and facilities must be paid no later than two weeks prior to session unless 575 applies.

550.4 Fees generally are not refundable and are forfeited in the case of short notice cancellations (see 550.13). Fees are refundable when DCTV preempts the use of equipment and facilities or cancels a program.

550.5 The use of field equipment and facilities at DCTV is restricted to certified members. Only certified member producers can reserve studios and equipment. Use of either by non-members or uncertified members is strictly prohibited. It is a serious breach of the rules for a member to arrange for the use of equipment or facilities with the intent of permitting their use by anyone lacking appropriate certification, and will be treated as a major violation of the rules and may result in the immediate suspension of member privileges.

550.6 A reservation for field equipment or facility use is not transferable from one project to another. Failure to adhere to this rule may result in the immediate suspension of member privileges.

550.7 With prior approval by DCTV, properly certified members may be enlisted to work on another member's project if their names are filed when reservations are made. Producers who delegate the operation of equipment they check out to other certified members do not forego their responsibility for it under the *Statement of Compliance*.

550.8 When checking out field equipment or booking the use of a studio or edit suite, producers sign forms acknowledging their responsibilities, as set forth in the preamble to this manual, and affirm that the equipment or facilities will be used as promised in their respective program proposals. Specifically, producers accept:

- a. responsibility for the safety, proper use and care of the equipment or facility during the check-out period.
- b. full financial responsibility for the equipment or facilities, including responsibility for damage, loss or theft, during the check-out period.
- c. responsibility for producing programming for the community to be telecast on public access channels.

For members who are minors, the respective adult members who signed *Statements of Compliance* on behalf of young members must be present for the check-out and check-in.

550.9 Producers will reimburse DCTV for the cost of repairing or replacing equipment or facilities, damaged, lost or stolen during the period of the producers' responsibility. DCTV reserve the right to suspend producers' privileges until payment is made. Producers may be sued for nonpayment.

550.10 Producers are strongly urged to obtain an insurance rider to cover the loss, damage or theft of field equipment during a producer's check-out period. The producer will be held liable to DCTV for the full cost of equipment, including all compensatory or other damages, the balance of any amount not covered by the producer's insurance, and the balance owed beyond any deposit. DCTV reserves the right to sue and seek recovery of all legal costs and expenses resulting from litigation.

550.11 Producers who pay for charges with a check that is returned because of insufficient funds will lose all privileges until the check is redeemed in cash or by money order and a fine of \$25 is paid. Thereafter, producers must pay all charges with cash or money orders. To request an exception to this rule, the producer must submit a written request to DCTV's VP of Administration and CFO. All exceptions must be approved in writing by the VP of Administration and CFO.

550.12 Producers are required to prepare a backup plan for last-minute guest or crew cancellations when booking studio time, especially for live programs.

550.13 Cancellation of reservations by producers is required to avoid penalties. Cancellation notices can be made in person, E-mail or the producer of the program may use the phone to call and cancel a reservation by providing their membership number from their DCTV ID card at the time of the phone call. (Please note that only the producer may cancel reservations.)

550.14 Timely cancellations of reservations will permit producers to avoid penalties and transfer any payments of equipment use fees to reservations at a later time.

- a. Studio reservations must be cancelled **one week** prior to reservation.
- b. Edit suite and field equipment reservations must be cancelled in no less time than what is outlined below to avoid forfeiture of paid user fees (may be waived at the discretion of the VP of Operations).

<u>Cancel for</u>	<u>By</u>
Monday	9 pm Thursday
Tuesday	9 pm Friday
Wednesday	5 pm Saturday
Thursday	9 pm Monday
Friday	9 pm Tuesday
Saturday	9 pm Wednesday

- c. Members who do not cancel reservations in a timely manner as described above will forfeit the fees for the canceled reservation, or be subject to the penalties described in Section 575. Forfeiture may be waived in extenuating circumstances at the discretion of DCTV Senior Management.

Members who neglect to cancel reservations in a timely manner will receive sanctions. After three (3) written warnings for failing to make timely cancellations, members will be regarded as

chronic offenders and subject to a Major Violation.

550.15 DCTV reserves the right to cancel reservations made by producers to accommodate priority usage, equipment failure or malfunction, rule violations by a producer, or if DCTV is closed for any reason. (In these cases, the producer's fees will not be forfeited.)

550.16 Check-outs of field equipment between Monday and Friday are limited to 24 hours; check-outs on Saturday extend until Monday. Producers should allow at least 30 minutes for checking-out and an additional 30 minutes for checking-in procedures.

550.17 During check-out producers must set up and test field equipment and make a test recording. Producers only sign the check-out form if all equipment is operating correctly. During check-in producers set up and operate equipment while it is being inspected by DCTV staff. Producers pay for all lost or damaged equipment.

550.18 The same producers who check-out equipment must return it for check-in to avoid penalties. A producer's responsibility does not end until the check-in process is completed.

550.19 Check in of all remote equipment is due at the appointed time set at time of check-out, with 1/2 hour grace period allowed before disciplinary actions are imposed under Section 975. *All* equipment is due on the scheduled return day no later than 24 hours after the checkout time; and, *all* equipment is due back to DCTV *prior* to one hour before closing time on the due date, regardless of whether 24 hours has fully elapsed.

550.20 Producers are not to disassemble, repair, modify or improve DCTV equipment or facilities. They are to report promptly any malfunctioning facility or piece of equipment to production staff. To tamper with, neglect, damage or otherwise misuse any property of DCTV is forbidden. Failure to adhere to this rule is a major violation of the rules and may result in the immediate suspension of all member privileges. The cost of needed repairs will be charged to the offending member.

550.21 Producers are obligated to respect the boundaries of the times they reserve for facilities, and the check-out and check-in of equipment. In the studios producers must allow the last 20 minutes of reserved time for vacating the space. If not, DCTV staff will terminate programs, including live telecasts. In editing suites producers must end their work five minutes before the scheduled end of the session or DCTV staff will terminate the edit session. Late return of field equipment will result in disciplinary actions under Section 975.

550.22 Producers who have not checked in by the start of their studio or editing suite time slot by one half-hour into the session, and have not called to let staff know they intend to use the scheduled time, forfeit their bookings and the non-refundable fee, and DCTV staff may allow another producer to use the remaining timeslot.

550.23 DCTV will cancel a studio shoot that does not start on time if the entire program, along with credits and studio break down cannot be completed before the end of the reserved time slot.

550.24 Editing suites shall be used solely for the purpose of editing or rendering a final program, or adding necessary credits to a program, for telecast on DCTV's channels. Failure to observe this rule is a major violation of the rules and may result in immediate suspension of member privileges.

550.25 Using an edit suite for copying or dubbing tapes, re-editing material that has already been telecast (except to create montage show openings or promos for telecast on DCTV's channels), preparing or editing material for commercial or private purposes, or any other purpose, is a serious violation of the rules and will result in permanent suspension of member privileges.

550.26 All master edit tapes (or other media) and hard drives of in-progress edits shall be retained by DCTV until after the premiere telecast of programming.

550.27 DCTV will provide producers with hard drives for editing and install all needed software. It is strictly prohibited for a producer or other member to introduce any hardware, software, peripherals in an edit suite, or to reconfigure the wiring, database or edit system.

550.28 Uncertified members may accompany a certified editor in an edit suite, but they shall not operate the equipment. A youth editor, who is still a minor, must be accompanied by the adult mentor supervising the project.

550.29 The equipment, facilities, and other resources of DCTV may not be used by others for training without the written permission of the Chief Executive Officer.

550.30 DCTV is not responsible for any delays or postponements of programs resulting from malfunctioning equipment or other technical failures.

550.31 Producers must not, under any circumstances, represent themselves as employees or agents of DCTV or represent DCTV equipment and facilities as their own property.

550.32 Members are not permitted to use DCTV telephones to make calls or to receive messages. Members have no access to office equipment for personal or project related business.

575 FREE EQUIPMENT FOR DC RESIDENTS

In order to increase the amount of locally produced content for DCTV's channels, reduce financial obstacles for certified producers, and increase volunteer opportunities for technicians, DCTV offers free equipment and facility use to certified DC residents who are volunteering to create content for DCTV's channels. The Free Equipment Program is an additional "grant" of resources to a DCTV member that may be suspended or revoked by DCTV.

575.1 The Free Equipment Program will apply only to D. C residents who are currently certified members (Individual or Organization) who are *volunteering* while using DCTV's equipment to produce or to participate in producing content for DCTV channels, and the *entire* production project is produced by volunteers. It does not apply to equipment used during Creative Services, including custom training. It does not apply when members hire DCTV to work in any capacity, whether hired for the whole project or as part of any project.

575.2 It is mandatory for continued participation in the Free Equipment Program that from time-to-time, Free Equipment Program producers will be required to participate in DCTV activities, marketing, research and data collection activities.

575.3 DCTV will schedule up to four (4) free equipment/facility reservations to be active at one time per project. As soon as a reservation is used, another reservation may be immediately scheduled as may be allowed by the approved Program Proposal.

575.4 If a producer fails to timely cancel or reschedule any reservation in accordance with the allowable time frame detailed in section 550.14 they must wait two (2) weeks before rescheduling the cancelled reservation or to schedule any other reservation for that project. Thus, untimely cancellation will have the effect of reducing the number of equipment/facility reservations that may be active at one time on the project to less than four. Additionally, violation of the timely cancellation rules will result in disciplinary actions described in Section 550.14 and 975.5.

575.5 Failure to submit a program for telecasting within the timeframe in the Program Proposal for the project is a Major Violation and will also result in loss of free equipment privileges for one year.

575.6 A producer who is sanctioned for any Major Violation will also lose free equipment privileges under the Free Equipment Program for one year from the date of the violation.

575.7 All other rules and provisions in this Producers Manual apply. Unforeseen circumstances not addressed in these Rules for the Free Equipment Program, or any questions of interpretation regarding this Program and application of other rules in relation to this Program will be resolved by DCTV Senior Management. Any such decisions are not appealable.

600 COMPLETING PRODUCERS' PROJECTS

DCTV is the steward of the public's telecommunication resources in the District of Columbia, and its staff guides producers to complete the projects they undertake.

600.1 Producers are strongly urged to produce at least ten minutes of programming annually for telecasting on DCTV's channels.

600.2 Requests for equipment or facilities, by appropriately certified producers, needed for any project must be submitted in a written program proposal after consultation with staff. The Program Proposal must be approved and signed by appropriate DCTV staff before any equipment use is authorized. All equipment and facilities needed for a project (a series, a single program, a studio program or a field one) may be reserved (with payment of associated fees, unless Section 575 applies) at one time for the life of a project, or may be scheduled as the project progresses. Producers negotiate a timeline for their projects with DCTV staff and agree to a date for submitting programming.

600.3 When it is evident that additional resources may be needed to complete a project, producers will review the project with staff. While additional resources may be forthcoming after the review, DCTV reserves the right to require the program to be completed as specified in the original program proposal.

600.4 Failure to produce a program within the agreed timeline is a major violation of the rules and may result in immediate suspension of member privileges. DCTV reserves the right to collect from producers a sum equal to the market rate of services rendered on a failed project, less all project related payments.

600.5 Producers may not reserve equipment or facilities for more than one project without the prior approval of DCTV. But once a program has been accepted for telecasting a new project may be initiated.

600.6 Approved program proposals become “active” upon completion of the consultation with the assigned DCTV staff. Unless a project timeline stipulates otherwise, all projects must yield programming that is submitted within **90 days** after initial equipment or facilities use.

Exceptions may be made by the assigned DCTV manager in special extenuating circumstances.

600.7 Programs shall be submitted by producers, accompanied by a Program Submission Form and Volunteer Data Sheet, immediately following project completion, notwithstanding the proposed date for telecasting. Failure to do so is a major offense and will result in penalties under Section 975.

600.8 Production projects are “deactivated” upon the request of a producer, but only if the request is accompanied by a written satisfactory explanation. They are deactivated by DCTV after 9 months if no programming has been telecast, at which time producers lose their good standing as members of DCTV. DCTV reserves the right to collect from producers a sum equal to the market rate of services rendered on a deactivated project, less all project related payments.

600.9 Two or more producers may submit a program proposal as a team with the aim of producing programs for telecasting, one of whom must be identified as the lead producer. The lead producer is the *executive* producer, responsible for administering the project, paying fees and related expenses, and the content of the program.

600.10 No agreements made by joint production team members are binding upon DCTV. Joint producers are bound by the same policies, rules and procedures as individual producers. Producers participating in joint productions are not to be engaged in other DCTV projects without prior approval.

650 SPONSORED PROGRAMMING

650.1 Producers may sponsor programming produced by others with the permission of the owner or copyright holder. Sponsored programming is submitted in the same manner, and governed by the same rules in this Manual as other programming.

650.2 Producers requesting time slots for sponsored programs are responsible for the contents

thereof and must submit a Program Submission Form and Volunteer Data Sheet. Each program must bear the following credit at the end:

The preceding program was telecast at the request of [producer's legal identity] who is responsible for its content.

If DCTV equipment was used to add this credit, the final credit must read:

This program was produced with the facilities and services of the Public Access Corporation of DC.

700 STUDIO PRODUCTIONS

700.1 Members who have successfully completed DCTV 101 may executive produce programs in Studios A and B so long as they retain certified studio staff for their projects. Any member in good standing may contract for DCTV to provide Creative Services. DCTV's Creative Services are governed by different rules that are published separately from this Manual.

700.2 Producers may request the use of a studio by completing a Program Proposal. DCTV staff will assign resources appropriate for the project. The time must be devoted to set-up, taping and clean-up (program planning and rehearsals should be conducted off the premises). By the end of the session, the studio must be clean, all equipment returned to default positions, and ready for the next producer. Producers who fail to observe this rule may lose the privilege of studio use.

700.3 A Program Proposal must be submitted for each program to be telecast. A series requires only one Program Proposal, in which a regular studio time is allocated, recorded and scheduled. Series producers with a regular studio time must cancel unneeded time as far in advance as possible or at a minimum, one week prior to the unneeded date. Without prior approval no single program may require more than one session in a studio.

700.4 Neither food nor beverages may be brought into any of DCTV production spaces (studios, edit suites, etc) without the prior approval of DCTV.

700.5 Reconfiguring, rewiring or other changes in studio control room equipment by producers or other members is strictly prohibited. Failure to adhere to this rule is a major violation of the rules and may result in immediate suspension of member privileges.

700.6 Upon completion of taping in the studio the program master is either turned over to the production department for post-production treatment or it is submitted for telecasting with a Channel Time Request. Failure to do either is a major offense.

750 LIVE PRODUCTIONS

750.1 DCTV determines who is qualified to produce live programming from Studios A and B. Only *bona fide* residents and organizations of the District of Columbia are eligible.

750.2 Producers requesting to shoot live programming must adhere to all provisions and

requirements of a Live Program Contract.

750.3 The producer may cancel a “live” shoot no later than the 1st of the month prior to the month in which they were to telecast live (i.e. if the program is not yet scheduled for telecast). Such timely notice is not considered a cancellation affecting live privileges under Section 750.6. The live fee and studio fee are refundable, or may be credited towards other equipment, training or services, including going forward with the scheduled shoot time, but to record for later telecasting.

If producers cancel for any reason, or after this deadline, the producer’s live privileges will be affected in accordance with Section 750.6. Exceptions may be made by the VP of Operations in special extenuating circumstances.

750.4 If the scheduled live show is that of a “series” show and the producer is in good standing, then the producer may cancel the live shoot and substitute a program under the provisions of section 250.7 to remain in good standing as a series producer. However, the producer’s live privileges will be affected in accordance with Section

750.5 DCTV requires that producers of a live shoot arrive at least 60 minutes prior to their scheduled “live air-time” for the set-up and preparation of their show. In addition, guest on “live” shows must arrive at least 30 minutes prior to the scheduled “live air-time”. No changes of any kind i.e. script rewrite, set change, lighting etc...can be made after 30 minutes prior to the scheduled live start time. Fifteen (15) minutes prior to scheduled “live on-air time” every element of program must be in place; no crew or guests may leave the set 5 minutes prior to scheduled live on-air time.

If one or more of these deadlines are not met, DCTV at its discretion may change the shoot to a tape-for-replay session, cancel the shoot, or telecast substitute programming in the time slot. All cancellations will affect the producer’s live privileges in accordance with Section 750.6.

750.6 Upon the first violation, a written violation from the VP of Operations will be received. The second violation will result in suspension from shooting a live show for the period of 1 year. After the one year suspension is over, the producer may be considered eligible for live programming entirely at DCTV’s discretion. If DCTV decides to extend live privileges after suspension under this section, any further violations will result in immediate suspension of live privileges.

Once a live shoot is canceled, the producer will lose their “live” fee and possibly their studio fee. DCTV at its discretion may change the shoot to a tape-for-replay session, or telecast substitute programming.

750.7 Live series programming can be scheduled in 29-minute or 58-minute segments. Live single programs may be of other lengths by arrangement with the VP of Operations.

750.8 Titles and credits for live programs will be character generated in the studio; up to two minutes for a 29-minute and four minutes for a 58-minute program. The slate for a live program is to contain (items in **boldface** are mandatory):

program or series title
subtitle, if applicable

episode number, if part of a series
executive producer's legal identity

The credits for live programs are (items in **boldface** are mandatory):

executive producer's legal identity
producer's artistic name, if applicable
guests on program, if applicable
underwriter(s), if applicable
crew

The credits for live programs are (items in **boldface** are mandatory) *continued*:

This program was provided to the community by
[executive producer's legal identity]

This program was produced with the
facilities and services of the
Public Access Corporation of DC

750.9 Producers must submit a Request for Live Studio, which once approved, will become part of a Live Contract, in advance of production as follows::

- a. Live-qualified Series Producers who have already scheduled their regular studio time must request live capability at least seven days prior to the live shoot;
- b. Live-qualified Series Producers who have *not* already scheduled studio time must schedule the studio time as provided under Section 550 and request live capability, but in no case can the request be less than seven days before the live shoot;
- c. Live-qualified Single Producers must schedule studio time as provided under Section 550 and request live capability no later than the first day of the month prior to the live show (to allow scheduling of the channel timeslot). DCTV will make efforts to accommodate requests for timely live Single program shoots that fall outside of this time constraint. However, acceptance of the program is contingent upon availability of program timeslots that can be preempted.

Live producers should also provide a suitable backup program of comparable length whenever possible.

750.10 Series producers must book live shows in their regularly scheduled series time slot. Single program producers will be assigned a time slot by DCTV.

750.11 A studio reservation for a taped show (not live) may not be changed to a live programming reservation, without the prior approval of DCTV. Timing is key in this regard; refer to sections 200, 250 and 300.

750.12 Live programming will adhere strictly to assigned time slots. No live program will be permitted to run overtime. Credits will be telecast at the 29th or 58th minute, depending on program length.

750.13 If commercialism occurs during the live show, whether by a DCTV member, the producer, or any guest on a program, the producer is responsible for taking immediate steps to intervene and cease commercial content. Failure to do so will be taken into consideration when

the producer is penalized.

DCTV may take any steps it deems necessary, up to and including interrupting the telecast of the program, and permanent suspension of live privileges. The program may not be re-telecast unless the producer edits the program, and resubmits the revised program. All other rules and penalties regarding commercial content apply.

800 CREATIVE & TRAINING SERVICES (Also applies to Training Services)

800.1 Creative Services are projects in which DCTV is hired by individual or organization members (Executive Producer) to provide technical support towards producing programming for telecast on public access channels using DCTV equipment, studios or other facilities, or other equipment as might be necessary, including programming that may require field shooting (one or more cameras), editing, producing, scripting, studio shooting, and any other service that might be needed. Creative Services are a means of providing DCTV members an alternative to producing programming for District communities, and are governed by this Producer's Manual and procedures developed specifically to manage such projects.

Creative Services programs, like all public access programs, must be noncommercial and all requirements from this Manual apply, including Sections 150, 400, and 450.

800.2 Requests for Creative Services will only be accepted that will result in a completed program for premiere telecast on DCTV's public access channels. Any other use of completed or partially completed programs or source footage must be scheduled after the first telecast of the completed program. Creative Services may not be provided to serve any other purposes.

800.3 Creative Services shall only be provided to DCTV members in good standing and providing resources are available.

800.4 DCTV reserves the right to reject any Creative Services project and refer the member to produce the project using other DCTV services available to them. This limitation is not to be construed that DCTV rejects the program or program content; the completed program will be accepted under the same policies and procedures as all other programs produced or submitted by DCTV members.

800.5 The member is the Executive Producer of the program(s) and accepts all responsibilities under these policies and procedures as with all other activities at DCTV.

800.6 A project budget will be provided detailing costs and fees. The budget must include all services required to complete the program(s) for telecast, including editing costs. Editing costs will be estimated and may need to be revised as the project progresses. The member agrees to pay all costs to complete the program(s) once the project is initiated. Changes in the project, including in editing costs will be made in writing. The project will be initiated once the member has accepted the budget by signature, and remitted payment.

800.7 Obtaining permits is the responsibility of the Executive Producer unless DCTV is specifically requested to provide this service. If DCTV is to obtain permits, fees will be

charged and must be paid in advance of providing the service.

If the Executive Producer does not obtain permits and the shoot cannot proceed as a result, the Executive Producer is charged for the shoot unless the production session is cancelled at least 3 business days in advance.

800.8 Payment for Creative Services is due in advance of services.

800.9 No project will be initiated before DCTV has received advance payment and the member has signed a Creative Services Agreement agreeing to the services and budget for the project, including that no crew or equipment shall be scheduled.

800.10 DCTV recognizes that some projects involving grants or underwriting may have conditions that require alternative payment arrangements; such projects may be accepted and approved only when documents and conditions of payment guarantee are accepted and approved in advance by the VP of Administration and CFO.

800.11 Planning, budgeting and payment should be completed at least 2 weeks prior to the date services are required.

Members attempting to initiate Creative Services during the two weeks prior to the date services are required will compromise DCTV's ability to schedule crew and equipment, and may adversely affect the quality of the program(s).

800.12 If these requirements are not completed by two weeks prior to the date services are required, DCTV may not be able to provide the requested services.

Exceptions may be made in some cases with the approval of the VP of Operations. The VP of Operations will determine whether DCTV has the capability to provide quality services for such a request and may decide whether to allow an exception. Only in rare cases for special circumstances will a request for Creative Services be accepted that is submitted 3 business days (Mon. through Fri.) or less from the date services are required.

800.13 In contracting Creative Services, members understand that Creative Services project costs are based on representations made by the member to DCTV staff, and any changes to the conditions or representations may result in additional costs, which the member agrees to pay.

800.14 In contracting Creative Services, members understand that Creative Services requested for non-television environments, or for activities where creating a television program is not the core event, will necessarily define the limitations of how the completed program will look, and will be a primary determining factor in the production parameters and quality. This being the case, members contracting Creative Services understand that DCTV will deliver a "best effort" at the highest possible quality standard allowed by the conditions. Members agree that the conditions of the activity will not be changed without notifying DCTV in advance, so that DCTV may adjust its approach to ensure the best quality production. Members agree not to hold DCTV responsible for conditions outside of DCTV's control that affect the production quality.

800.15 Once a Creative Services Agreement is signed, changes must be made in writing and any additional fees paid before initiating the changes in the project.

800.16 The Executive Producer is responsible for all charges for scheduled sessions unless a scheduled session is cancelled at least 3 business days in advance. In order to complete the program as originally planned, this will result in additional charges to the producer. These additional charges will be due prior to initiation of the additional services.

800.17 All materials, source footage and the program shall remain in DCTV's possession until the program has been telecast on DCTV's public access channels and all payments due from the member have been received.

800.18 Programs resulting from Creative Services may not be sold, and fall under the same restrictions as other public access programs as required by this Producer's Manual.

800.19 The Chief Executive Officer is authorized to create procedures for providing Creative Services and determine procedures for any conditions left unaddressed by this Section so long as such procedures are otherwise consistent with DCTV policies.

900 PROGRAM UNDERWRITING

Producers are encouraged to solicit underwriting support to cover the out-of-pocket costs of producing their programs. Underwriting in public access television is aimed at supporting producer's messages and promoting community building, however, not at promoting the products or services of for-profit enterprises. In fact, it is illegal for underwriting credits to contain any commercial content. Producers are permitted to acknowledge the support of underwriters in program credits, but underwriters as well as producers must agree to preserve the integrity of public access as a noncommercial medium.

900.1 DCTV is responsible for determining whether underwriting credits meet the necessary requirements to preserve the integrity of public access as a noncommercial medium. Credits may vary from the guidelines in this section, but any variances must be pre-approved by DCTV. Underwriting credits should be developed in conjunction with program proposal planning. This will allow producers to execute acknowledgements of support that meet these requirements. Underwriting credits produced prior to DCTV's review are done so at the sole risk of the producer.

900.2 Compliance alone with each component of the rules in this section does not guarantee that an underwriting credit has met the test: its overall character and effect is noncommercial.

900.3 Any individual or organization, public or private, may underwrite individual programs, provided that they are acknowledged by their legal identities and provide requested information to DCTV. DCTV may, at its own discretion, deduct fees for any underwriting received by any producer that supports the production of programs to offset subsidies provided by DCTV.

An agreement between DCTV and any producer receiving underwriting to support the production of programs is required and such agreement must detail all funds received, each underwriter providing such funds and an accounting of how the funds are disbursed.

All underwriting credits must be approved or produced by DCTV.

- a.** Individuals may include the name they are commonly known by with their legal identity:
For example:

Support for the following program is
provided in part by
Maxwell H. "Max" Johnson

Individual underwriters may include their address, if they wish; if not, they must nonetheless furnish it to DCTV.

- b.** Organizations must use the legal identity that corresponds with their Employer Identification Number (EIN), but they may also use the name by which they are best known. For example:

Support for the preceding program is
provided in part by
Kit's Kitchen

Williams Family, Inc.
1300 U Street, NW
Washington DC 20009

- c.** Unless the legal identity and brand name are the same (e.g. Coca Cola, Apple, VISA), brand names, products and services may not underwrite individual programs.

900.4 The legal identity and current operating street address of organizational underwriters must appear for three seconds in the credit video; the accompanying audio need only mention the better known of the two names.

900.5 Producers are required to furnish names and addresses of all underwriters of their programs to DCTV.

900.6 Underwriters of individual programs may be acknowledged at the beginning and/or at the end of the program. Credits may not exceed fifteen (15) seconds per underwriter, per program, irrespective of the number of underwriters.

900.7 The overall content and appearance of each underwriting credit must be in keeping with the noncommercial requirements of public access telecasting.

900.8 Underwriters of DCTV programs may not derive commercial benefit (or perceived benefit) from underwriting the program. The business of the underwriter must not be closely associated with the content of the show. This should not be confused with public relations which will be acceptable. It must appear that the producer has established an "arms length" relationship with the underwriter.

900.9 Logos that are the company's name, or emblems or symbols used by an organization officially are suitable content for underwriting credits, provided they contain no representations of products or services.

900.10 Presentation language in underwriting credits must be neutral (see 900.3) and free of any words that connote a market-driven call to action ["shop here"], qualitative claims ["the best

“pizza”], direct comparisons [“Where’s the beef?”], price or value [“affordable”], inducements [buy now and save”], or endorsements [“recommended by 4 out of 5 doctors”].

900.11 Underwriting credits may not include either music (other than the program’s theme music) or an underwriter’s telephone number.

900.12 Underwriting credits may include the underwriter’s Web address, provided neither audio nor video elements call or spell out calls to action. The Web address must appear in conjunction with the underwriter’s legal identity or logo.

900.13 No identifying information will be permitted in underwriting credits for diversified companies engaged in the manufacture of tobacco products, distilled spirits, firearms or other weapons.

900.14 Voiceovers in underwriting credits may only use the same presentation language that appears in the video.

950 CAMPUS RULES at BROOKS MANSION

Brooks Mansion is a historic landmark, adapted and equipped by DCTV for use as the public’s telecommunications center. Members and their guests are expected to treat one another with respect and to help the staff protect the Mansion and its equipment from defacement, abuse and vandalism.

950.1 All visitors, members, producers and their guests are required to maintain a professional, civil demeanor in all interactions with DCTV staff and others using the facilities. DCTV reserves the right to refuse service to any person who acts disrespectfully or in a threatening manner towards any person in DCTV’s facilities, and may require the offending party to leave the premises immediately.

950.2 All visitors, members, producers and their guests are required to sign in when entering the Mansion, and sign-out when leaving it. Signing in and out can be done in Programming, Production and Administration.

950.3 All visitors, members, producers and their guests are expected to help, not hinder, the conduct of DCTV operations and services. Those incapable of doing so for any reason whatsoever will be asked to leave the campus immediately. Members are responsible for the behavior of their guests and will be disciplined accordingly.

950.4 Parking at Brooks Mansion is reserved for members and others conducting business with DCTV. Members must report the license number of the vehicle they are driving when they sign into the Mansion or risk having their vehicles towed.

950.5 Members are not permitted to consume food and beverages on the premises at Brooks Mansion except in the Common Room. Modest quantities of food and beverages may be consumed on studio sets and in the Green Room, with the prior written approval of the VP of Operations. Members are responsible for cleaning up either site and disposing of trash.

950.6 The possession or use of alcohol, illegal drugs and weapons on the Brooks Mansion campus is prohibited. (Only law enforcement officials and authorized military personnel may possess firearms.)

950.7 Members engaged in theft of DCTV or other members' property, or are engaged in any other illegal activity on the campus, are committing a serious violation of the rules that will result in the permanent suspension of member privileges.

950.8 Smoking is prohibited on the Brooks Mansion campus, except for a site designated by the VP of Administration and CFO.

950.9 Propping open doors or otherwise compromising the security of Brooks Mansion is prohibited.

975 DISCIPLINARY ACTIONS

DCTV reserves the right to refuse services on a temporary or permanent basis or otherwise initiate suspensions of services, disciplinary actions, sanctions or other legal action against individuals or organizations interfering with or jeopardizing DCTV's operations or otherwise violating the policies and rules in this Manual under which DCTV provides training, equipment, facilities, channel space and other services to the public.

975.0 Definitions

Business Day means 10 am to 6 pm Monday through Friday, and excludes weekends and any days on which holidays are generally observed, and any days when all DCTV departments are closed.

975.1 A member's right to exercise any privilege is immediately subject to limitations by the VP of Operations whenever he/she is charged with violating any rule in this Manual. Such limitations may include complete restriction from DCTV's facility. Any restrictions or suspensions of privileges will remain in effect throughout any investigation or appeals procedure. Any such limitations imposed may be subject to review by the President and CEO, but may not be appealed by the member.

975.2 Any person who consumes, sells or dispenses illegal substances on DCTV property, or who illegally possesses or brandishes a weapon will be required to immediately leave the premises and is subject to permanent suspension of privileges.

975.3 Any person who acts disrespectfully or in a threatening manner towards any person in DCTV's facilities, or who interferes with the orderly conduct of DCTV activities, facilities or programs, or demonstrates an inability or unwillingness to safely operate equipment will be required to immediately leave the premises and is subject to other sanctions up to and possibly including permanent revocation of privileges.

975.4 A **serious** violation of the rules, including the following and all others referenced in this Manual, will result in the permanent revocation of all member privileges at DCTV:

- a. injury or threat of injury to any person (including staff, members and others)
- b. theft, unauthorized removal, vandalism or willful damage of DCTV equipment or facilities; or theft of the personal property of any DCTV staff, user or visitor

- c. consumes, sells or dispenses illegal substances, or illegally possessing or brandishing a weapon on DCTV property or while using DCTV facilities or equipment or while participating in DCTV activities in any other location
- d. false representation by user of herself or himself as a DCTV or cable provider employee
- e. use of facilities or equipment for a private purpose, for commercial purposes, or for monetary gain.
- f. sponsoring any program on the public access channels that contains unlawful materials
- g. previously cited and disciplined twice for major rules violations (i.e., any third Major Violation is also a Serious violation under this section that results in permanent suspension).

975.5 A **major** violation of the rules, including the following and all others referenced in this Manual, may result in the immediate suspension of all member privileges with DCTV for 90 days from the date when the violation occurs or becomes apparent (first offense) or 180 days from the date when the violation occurs or becomes apparent (second offense). Any Major Violation by a member receiving Free Equipment Privileges under Section 575 will also result in loss of those Privileges for the period of one year from the date of the violation.

- a. failure to return checked out equipment in the appointed day through intent, negligence, loss or theft, or failure to comply with the proper check-in procedures
- b. making false or misleading statements on any DCTV forms
- c. use by non-certified user or use by a certified user on suspension of equipment checked out to a certified equipment user
- d. misuse, abuse, negligent or unsafe use of DCTV facilities or equipment , including demonstrating an inability or unwillingness to properly operate equipment, or violating safety or security rules
- e. attempted disassembly, repair or unauthorized reconfiguration of DCTV equipment for which the member is responsible, or has checked-out, regardless of whether performed by the member or another person
- f. consistent, willful disregard for or repeated violation of the rules in this Manual
- g. if any person interferes with the orderly conduct of DCTV activities, facilities or programs
- h. failure to submit a program for telecasting within the program proposal timeframe.
- i. if any person acts disrespectfully or in a threatening manner towards any person in DCTV's facilities
- j. smoking, drinking or eating in prohibited areas of DCTV production facilities or while operating DCTV equipment
- k. has accumulated five documented minor violations
- l. if a DCTV member accepts payment for serving as crew members or producers when volunteering on DCTV member productions

975.6 A **minor** violation of the rules will result in up to three verbal warnings and two written citations from the VP of Operations:

- a. failure to cancel a reservation with sufficient notice
- b. late return (i.e., same day) of equipment without an authorized extension
- c. return of functional but dirty equipment
- d. unsafe or improper packing of DCTV equipment for transport
- e. any other minor violation of the polices, rules and procedures spelled out in this Manual not otherwise defined.

975.7 Policies, rules and procedures that are established after this manual's publications shall either include appropriate disciplinary action, or shall fall under the discretion of the VP of Operations to determine. In addition, some violations may occur that, in the judgment of the VP of Operations, have an impact or repercussion that require the violation should be addressed as a major violation rather than a minor violation. Such situations are to be handled on a case by case basis. The VP of Operations may present justification for handling a violation as major that

might ordinarily have been a minor violation to the Chief Executive Officer, who will determine how to handle the case. If such situations occur more than rarely, the Board of Directors shall revise these policies, rules and procedures to more accurately address practical circumstances.

975.8 In addition to any limitations imposed under Section 975.1, members charged with serious or major rules violations will be notified in writing by the VP of Operations within 10 business days of when the violation occurs or becomes apparent, and informed of the nature of the infraction.

Within 30 business days after the initial notice of infraction, unless this time is extended by notice in writing, the Director of Operations will notify the member in writing of sanctions to be imposed and the conditions for reinstatement in good standing.

Members charged with minor rules violations may receive a written or verbal warning **or** be notified in writing by the VP of Operations of the charges, sanctions and conditions for reinstatement, within 10 business days of when the violation occurs or becomes apparent. Staff will act to investigate infractions of the rules in a reasonably timely manner.

975.9 Members may appeal any penalties, probationary sanctions or disciplinary actions imposed by the VP of Operations to the President and CEO. Appeals of the decision of the VP of Operations must be submitted in writing to the President and CEO no later than 6 pm on the 10th business day, with the first day beginning on the date of notification by the VP of Operations of disciplinary action.

The member's request for an appeal must clearly and briefly state the reason why the member believes the disciplinary action should be overruled or modified. Failure to state the reason may result in denial of the appeal.

The President and CEO will overrule, modify or sustain the decision of the VP of Operations. Decisions of the President and CEO are final.

975.10 Appeals to the Board of Directors are allowed only in the following circumstances:

(a) Appeal of Serious Violations:

1. Violations of Section 975.4(a), 975.4(b), 975.4(c) and 975.4(g) are not appealable to the Board of Directors.
2. A member who has been sanctioned with a permanent suspension that resulted from Serious Violations under Section 975.4(d), 975.4(e) or 975.4 (f), or that is in any other section of this Manual, and failed an appeal to the President and CEO, may submit a request for an appeal the Board of Directors.

A request for an appeal must be submitted in compliance with 975.11 below. A person or committee designated by the Board (the Board's designee) will consider the request and determine to refer the appeal for consideration by the Board.

(b) Appeal of Major Violations:

1. Violations of Section 975.5(i), 975.5(j), and 975.5(k) are not appealable to the Board of Directors.
2. A major violation under Section 975.5(a) – (h), or that is in any other section of this Manual, that failed an appeal to the President and CEO may be appealed to the Board of Directors only if the

member demonstrates that the basis for the sanction was clearly erroneous as to a finding of material fact, or the appeal involves a question of policy.

A request for an appeal must be submitted in compliance with 975.11 below. A person or committee designated by the Board (the Board's designee) will consider the request and determine to refer the appeal for consideration by the Board.

975.11 The member must request to appeal the decision by writing to the Board of Directors at boardofdirectors@dctv.org no later than 6 pm on the 10th business day, with the first day beginning on the date of notification by the President and CEO of disciplinary action or a failed appeal.

Any requests for appeal received after this time will not be considered, and the decision of the President and CEO will be final.

The member's request for an appeal must clearly and briefly state the reason why the member believes the disciplinary action should be overruled or modified. If the reason is due to a question of policy, the member must clearly state which policy (or policies) is in question, and the member's question about the policy. If the member's reason for modifying or overturning the disciplinary action is because the basis for the sanction was clearly erroneous as to a finding of material fact, the member must state the material fact or facts used in making the decision that were wrong or not considered, and state why these facts resulted in a decision that was clearly in error. The fact(s) at issue must have been significant enough to affect the outcome that resulted in the decision.

If the Board's designee determines that the appeal is to move forward, the designee will notify the Board and the member of the appeal. If the Board's designee determines not to refer the appeal to the Board for consideration, it will notify the member of the designee's determination not to refer the appeal to the Board. The Board's designee will report to the Board of any requests to appeal and the disposition of such requests.

Failure to state the reason for seeking an appeal may result in denial of the appeal and the decision of the President and CEO will be final.

975.12 If the Board's designee submits the appeal for the Board of Directors to consider, the Board will initiate any steps that, in its sole discretion, the Board determines is to be the process for the appeal, including delegating all or part of the appeal to be undertaken by a committee, and/or including any processes or procedures that may be helpful to the Board in its deliberations or further investigation. The Board of Directors or its designated committee will notify the appealing member of its final decision, which may include:

- a. overrule the President and CEO and revoke the penalties
- b. sustain the decision and penalties imposed by the President and CEO
- c. make an alternative determination or penalties

Determinations of the designated Committee or the Board of Directors of DCTV in all actions, including in matters of the appeals process, refusal of services, disciplinary action, and probationary sanctions are final. The designated Committee or the Board of Directors will act to resolve all appeals in a reasonably timely manner.

STATEMENT OF COMPLIANCE (for reference only)

I, the undersigned, hereby warrant and represent to The Public Access Corporation of the District of Columbia (DCTV) that:

I have read and thoroughly understand the content of DCTV's Producer Policy Manual, a copy of which I have received. I hereby agree to be bound by all policies, rules and procedures for DCTV producers.

I will be thoroughly familiar with the content of all programs submitted by me for telecast and agree that it will comply with all applicable laws. I assume full responsibility for the contents of all programs to be submitted by me for telecast and will ensure that program contents will not violate any right of any third party.

I have obtained or, before a program is telecast, will obtain, all releases, approvals, clearances, licenses and permissions, if any, which are required for the use of any program that I submit for telecast, including but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, any holder of copyright of performing talent rights, all persons appearing in or referred to in the program, and any other approvals that may be necessary to transmit the program over the cable channels operated by DCTV or any other cable television system without infringement of the rights of others. I am responsible for any licenses and fees owing to any third parties as a result of such programming.

I indemnify, protect and hold harmless Public Access Corporation of the District of Columbia, its officers, directors, employees and agents, and the cable operators, upon whose system the program is carried, from and against any and all claims, demands, actions, damages, costs, expenses or other liabilities, including but not limited to, attorney's fees, for the following: A breach of any other provisions contained herein: libel, slander, invasion of privacy or infringement of copyright; failure to comply with any applicable law, regulation or other requirement of District or federal authorities; unauthorized use of trademark, trade name or service mark; breach of contractual or other obligation owing by me to third parties; and any other injury or damage in law or equity arising or alleged to have risen as the result of the telecast of such program.

I shall not represent myself or any other person involved in community access telecasting or productions as an employee, representative or agent of Public Access Corporation of the District of Columbia, or their facilities.

I shall pay, in a responsible and timely manner, the cost of repair or replacement of DCTV equipment and materials resulting from damage beyond normal wear and tear, inoperability due to misuse or theft while such equipment or materials are in my possession or control. I understand the penalties that apply if: (a) I do not return the equipment on time or fail to vacate the facilities on time, or (b) I fail to meet the terms of repayment.

"I shall not use DCTV channels, equipment or facilities for monetary gain or for any commercial or private purposes. "

I understand that programming produced with DCTV equipment and facilities, in whole or in part, must

premiere on DCTV channels.

I understand that false or misleading information furnished below by me in this document constitutes grounds for forfeiture of the right to use DCTV equipment and facilities.



**Your Voice.
Your Network.**

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www.dctv.org

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Fax: 202-526-6646