

Treasure Valley Public Access Television, Inc.

Policies and Procedures Manual

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PREFACE

The City of Boise has designated Treasure Valley Public Access Television, Inc., a non-profit corporation, as manager of the public access television channel, TVTV. The purpose of TVTV is to facilitate a free exchange of ideas, encourage community dialogue and provide a means of artistic expression for the citizens of the Treasure Valley. As a public forum for free expression, TVTV will operate in the spirit of the First Amendment to the United States Constitution and in accordance with applicable laws and regulations.

The primary purpose of the policies and procedures set forth in this document is to facilitate proper and equitable use of TVTV services and facilities. The Board of Directors of TVTV reserves the right to amend these Policies and Procedures as may be necessary to accommodate changing circumstances.

Definition of Terms:

TVTV -- An acronym for both Treasure Valley Public Access Television, Inc. and the City of Boise's public access television channel.

Treasure Valley Public Access Television, Inc.-- The nonprofit organization designated by the City of Boise to develop and operate the public access television channel and production facilities.

Resident -- Anyone residing within the City of Boise.

Non-Resident -- Anyone residing in the Treasure Valley AT&T/TVTV service area, who is not a resident of the City of Boise.

Certified Producer -- An individual certified to make use of TVTV facilities and/or schedule programming on TVTV by virtue of a combination of having paid Annual Producer Fees and successfully completed the orientation course and all required training courses.

Producer-in-Training -- An individual permitted to make use of TVTV facilities and equipment under the direct supervision of a Certified Producer or TVTV staff/instructors, by virtue of a combination of having paid Annual Producer Fees, successfully completed the TVTV orientation course, and requested the appropriate TVTV training course(s).

Associate Producer -- An individual who, having paid the required Annual Producer Fees and successfully completed the TVTV orientation course, is permitted to schedule programs for cablecasting on TVTV, but who is not permitted to use TVTV facilities or equipment for the production of their programs.

I. USE OF FACILITIES AND TRAINING

A. Who May Use TVTV Facilities and Equipment

1. Use of TVTV production facilities is restricted to Certified Producers and supervised Producers-in-Training. Before using TVTV production equipment and facilities, each individual must attain the status of Producer-in-Training.

B. Training and Certification

1. Any individual who has attained the status of Producer-in-Training is eligible to enroll in TVTV training courses.
2. Training courses are offered on a first-come, first-served basis. Enrollment in intermediate and advanced level courses may require prior completion of a specified introductory course.
3. Attendance at all meetings of a training course, in the sequence given, is mandatory. Failure to attend may result in being dropped from the training course.

C. Equipment Use Policies and Procedures

1. All programs produced by Certified Producers and Producers in Training using TVTV facilities and equipment must be submitted for broadcast on TVTV. Use of equipment for any other purpose is prohibited, and may result in suspension or revocation of facilities and equipment use privileges.
2. Requests for equipment usage will be honored on a first-come, first-served basis. The staff of TVTV may use its discretion to ensure that no group or individual monopolizes the use of TVTV equipment.
3. Equipment usage requests may be submitted no more than six weeks prior to the actual date of intended use. Equipment reservations must be made during the hours posted by

the staff of TVTV. Only TVTV staff members are authorized to enter the time(s) and date(s) into the TVTV production schedule.

D. Equipment Use Guidelines

1. To establish a fair and orderly process for the allocation of equipment to as many Certified Producers as possible, these guidelines set the maximum amount of facilities and equipment that they may regularly schedule per week.

- *Studio Equipment*

No Certified Producer may reserve more than one studio session per week. A studio session shall be defined as a 4-hour period of time in the studio, which includes time for set-up, pre-production, production, and clean-up.

- *Field Production Equipment*

No Certified Producer may reserve more than one field camera at a time, nor may the reservation be for more than 24 hours per week, with the exception of weekends. In special circumstances, TVTV may allow an additional field camera to be checked out if it is available.

- *Editing Equipment*

No Certified Producer may reserve more than one editing session per day, and no more than three editing sessions per week. An editing session shall be defined as a five-hour block of time in an edit suite.

2. Certified Producers may request additional time or use of facilities from TVTV.

Additional time may be given to accommodate technical problems. However, additional time allotments will not be given on a regular basis.

3. To ensure that as many different Certified Producers as possible have access to its facilities, TVTV may, at its discretion, take whatever steps are deemed necessary by the Executive Committee to prevent monopolization of equipment by individuals or groups. This may include restricting the use of facilities and equipment.

E. Equipment Check-in/Check-out Procedures

1. Portable equipment must be checked in and out at specified times and only under the supervision of a TVTV staff member. During equipment check-out, the Certified Producer must examine each equipment item reserved and satisfactorily demonstrate the ability to operate the equipment competently and safely.
2. During equipment check-in, the supervising TVTV staff member will check for any equipment malfunction or damage. The Certified Producer shall be held responsible for any damage to, or loss of, equipment. The Certified Producer will have thirty days to make satisfactory agreements with the Executive Committee for the payment of costs of repair or replacement of any equipment loss and/or damage. Unless the Executive Committee has approved an extended payment schedule, all payments must be made within thirty days from the date of damage or loss. All TVTV facilities and equipment use privileges will be suspended until satisfactory agreements for payment are made.
3. A Certified Producer must present a valid TVTV producership card at check-out time. TVTV staff will retain the card until the equipment is returned and checked in undamaged. The Certified Producer shall leave a credit card or personal check in the amount of \$500 as a refundable deposit on the equipment checked out.
4. An adult must accompany a Producer-in-Training or Certified Producer under 18 years of age for both equipment check-in and check-out. The accompanying adult must co-sign

the Equipment Usage Agreement and accept full financial responsibility for any loss or damage to said equipment.

5. On location, no one other than a Certified Producer or a properly supervised Producer-in-Training shall be allowed to operate TVTV equipment. The person who signs for the equipment incurs full financial liability for any equipment loss or damage and agrees to pay all costs for repair or replacement of damaged and/or lost equipment.
6. The Producer-in-Training or Certified Producer agrees not to tamper with, and not to attempt or permit unauthorized repairs of equipment are subject to suspension or revocation of equipment and facilities use privileges.
7. The Producer-in-Training or Certified Producer agrees to inform TVTV of any loss and/or damage to equipment upon return of TVTV equipment. Those Producers-in-Training or Certified Producers who fail to report equipment damage during check-in are subject to suspension or revocation of equipment privileges.
8. The Certified Producer agrees to return all equipment to TVTV at the time indicated on the check-out form. If TVTV is not contacted by the Certified Producer who checked out the equipment within twenty-four hours of the return time for check-in, the equipment shall be considered stolen and reported to the police. Those Certified Producers who return equipment more than twenty-four hours late are subject to suspension or revocation of facility and equipment use privileges. A \$10 per day fine shall apply to each item of equipment returned after its scheduled check-in time.

9. Those Certified Producers who fail to appear for the equipment within fifteen minutes of the scheduled check-out time will lose their reservation. Those Certified Producers who are on a stand-by list will then be notified of the availability of the equipment. If no one on the stand-by list wishes to check out the equipment, then the equipment will be available on a first-come first-served basis. Those Certified Producers who have three no-shows within a ninety-day period may be denied the right to reserve equipment for a period of time to be determined by the Executive Committee.
10. Those Certified Producers who have reserved editing or studio time must arrive within fifteen minutes of their scheduled time or their reservation will be canceled and the studio will become available on a first-come, first-served basis. Those Certified Producers who have three no-shows within a three-month period may be denied the right to reserve the facilities for a period of time determined by the Executive Committee.
11. Those Certified Producers who want to cancel an equipment or facilities reservation must do so no later than twenty-four hours in advance. Failure to do so will result in the scheduled reservation time counting against the weekly usage limits described previously (see **Equipment Use Guidelines** above).
12. All programs produced using TVTV equipment must be submitted for cablecast by TVTV.
13. Persons using TVTV facilities to produce a program that they intend to distribute to other program providers for profit are required to pay for use of the production facilities at rental rates established by the Executive Committee. These fees will be published in the form of a Production Rate Card and will be consistent with the market rate for comparable facilities.

14. Persons who produce a program using TVTV facilities and subsequently decide to offer it to other program providers for profit will be required to reimburse TVTV for use of production facilities at rental rates established by the Executive Committee. These fees will be published in the form of a Production Rate Card and will be consistent with the market rate for comparable facilities.

F. Program Syndication and Ownership Rights

1. The copyright for each program submitted for cablecast is retained by the program creator(s). TVTV encourages Producers to make their programs available to other access stations.

TVTV reserves the right to make copies of scheduled programs for additional cablecast by TVTV, or for promotional, instructional or demonstration purposes.

II. PROGRAMMING

A. Content

1. Associate and Certified Producers accept and incur sole, and full, responsibility and liability for the content of the programs they submit for cablecast by TVTV. Each person who submits a program for cablecast shall be required to sign a legal form accepting such liability and releasing TVTV, its staff or agents and the City of Boise from any, and all, liability.
2. The following are prohibited by TVTV:
 - programs that advertise or endorse commercial products and/or services,
 - programs that include prominent or persistent displays of commercial products, logos and/or promotional material,

- direct or indirect solicitations for money or services, with the exception of requests for humanitarian assistance or charitable contributions,
 - lotteries or lottery promotions, promotion of games of chance, actual games of chance, or raffles for money and/or prizes,
 - material violating state, or federal, obscenity or libel laws,
 - the unlawful use of copyrighted material,
 - any program which has a reasonable probability of creating an immediate physical danger or legal injury to persons or property, or which creates a public nuisance, and
 - any other material contrary to local, state, or federal laws.
3. Associate and Certified Producers who submit programs for cablecast accept full legal responsibility for the use of any copyrighted materials in their programs.
 4. If a program contains material that may be unsuitable for viewing by children (including, but not limited to graphic violence, profanity, adult language, nudity, and/or strong sexual content), the Associate or Certified Producer must inform TVTV staff when requesting cablecast time. TVTV staff may require the Associate or Certified Producer to include an appropriate warning at the beginning of the program and in other sections of the program. All program listings may require such warnings, as well. TVTV staff may also require scheduling of a program in a late-night time slot (after midnight).
 5. Associate and Certified Producers may appeal to the Executive Committee the decision of TVTV staff to have a program scheduled in a late nighttime slot, or to decline to cablecast the program, to limit or prevent its viewing on moral or ethical grounds. The

Executive Committee's decision shall be final and irrevocable.

6. **NOTE: It is not TVTV's policy to pre-screen or pre-censor programs. Associate and Certified Producers who submit programs for cablecast accept full legal responsibility and liability for the program's content. However, if a program is cablecast which, in TVTV's judgment, violates TVTV policies, TVTV may immediately terminate the cablecast of that program and/or refuse to run that program in the future. In addition, if TVTV becomes aware that a program scheduled for cablecast may violate TVTV policies, TVTV reserves the right to preview that program and to refuse to cablecast that program if, in the opinion of TVTV, that program does violate TVTV policies. Associate and Certified Producers who submit and/or cablecast programs that violate TVTV policies may have all equipment and facilities use privileges suspended or revoked.**
7. Associate or Certified Producers who are subject to any of the sanctions described above may appeal to the Executive Committee (see **Section V. Subsection B. Grievance Procedure**).

B. Technical Requirements

1. All shows must be submitted as a VIDEO DVD, without menus or chapters.
2. Programs must meet minimal technical standards, including a stable signal and acceptable audio and video levels.
3. Producers are responsible to ensure the submitted DVD's/Programs have audio and video, are free of errors and scratches. We do not have the resources to check every DVD. We will make every effort to contact producers as resources are available should

we encounter a problem. If an error occurs the show will not be aired or we will re-ruin a previous episode.

4. DVD's with errors will be returned to the Associate or Certified Producer, who must work with TVTV staff to resolve the technical problems before the DVD can be resubmitted for cablecast.
5. Program should not include any pre-roll, color bars or countdowns. To eliminate abrupt transition between program segments, leave a 1-3 second fade before and after your program.
6. To maintain quality and consistent scheduling, programs are not to exceed the allotted time slots or they will be cut short. ½ hour programs are not to exceed 28:30 and 1 hour programs are not to exceed 58:30. Exceptions may be granted on a case-by-case basis with PRIOR approval and only if schedule time is available. Please do not abuse this.
7. ALL programs MUST be submitted at least 7 days before the desired air date.
8. Each program needs to be submitted in it's own separate DVD jewel case or sleeve and MUST include the Regular or Late Night "Programming Submission Form" Available in the lobby or on the website.
9. Every producer must also fill out an ANNUAL "Programming Liability Release" from at the time they sign up or renew membership.
10. Program sponsors are responsible for both the delivery and the pickup of DVD's. TVTV cannot assume the cost of return postage. DVD's not claimed within sixty days of their final cablecast shall become the property of TVTV and may be destroyed.
11. TVTV is neither responsible nor liable for the loss or damage of DVD's or programs.

C. Producership Fees and Privileges

1. The Annual Producer Fees provide access privileges for one year. There are no refunds for non-use of Producer access privileges.

- **Individual Producership** has an annual fee of \$40, which provides Producer privileges for a single person and is non-transferable. Beyond the base level of one 30-minute program weekly or one 60-minute program bi-weekly, cablecast access privileges may be purchased at a rate of \$25 per year for an additional 30-minute/weekly or 60-minute/bi-weekly program. Individual Producers must be 18-years old or older to exercise Producer privileges, except when a legal guardian or parent has signed to accept responsibility for an individual who is less than 18-years old.
- **Senior / Student Producership** has an annual fee of \$30, for the same benefits and limitations as the Individual Producer fees.
- **Family Producership** has an annual fee of \$65, which includes Producer privileges for three members of the same family, and includes a discounted rate for additional family members (\$10 each). The age of at least one of the Family Producers must be 18-years old or older, except when a legal guardian or parent has signed to accept responsibility for those individuals who are less than 18-years old. Beyond the base level of one 30-minute program weekly or one 60-minute program bi-weekly, cablecast access privileges may be purchased at a rate of \$40 per year for an additional 30-minute/weekly or 60-minute/bi-weekly program.

- **School Producership** has an annual fee of \$75, which includes Producer privileges for three students and one faculty member, and includes a discounted rate for additional students and faculty members (\$10 each). Beyond the base level of one 30-minute program weekly or one 60-minute program bi-weekly, cablecast access privileges may be purchased at a rate of \$50 per year for an additional 30-minute/weekly or 60-minute/bi-weekly program. If desired, more than one School Producership may be purchased by a single school (e.g., for Band, school-sanctioned clubs, etc.), but each must include and be under the control of a faculty member.
- **Organizational Producership** has an annual fee of \$150, which includes Producer privileges for up to three organization representatives, and includes a discounted rate for additional representatives (\$20 each). Beyond the base level of one 30-minute program weekly or one 60-minute program bi-weekly, cablecast access privileges may be purchased at a rate of \$100 per year for an additional 30-minute/weekly or 60-minute/bi-weekly program. Programs produced or distributed by or on behalf of an organization must be submitted through an Organizational Producership.

2. TVTV offers incentives for volunteers, for TVTV activities approved by the Executive Committee (including front desk, technical support, and sponsor videography):

- **Volunteer's Reward Level I** is one free training course (transferable to any individual), in exchange for providing fifteen hours of approved service.
- **Volunteer's Reward Level II** is four free training courses (transferable to any individuals) for providing fifty hours of approved service.

D. Program Scheduling: General

1. ***Program Request Form:*** For any program to be cablecast, a Program Request Form must be submitted. The procedures for completing this form are described in the following sections on "Program Scheduling: Single Program" and "Program Scheduling: Series."
2. ***Producer's Agreement and Indemnification Form:*** Each Associate or Certified Producer must sign a Producer's Agreement and Indemnification Form when requesting cablecast of a program, in which the Associate or Certified Producer both indemnifies TTTV for any defamation, copyright infringement, or legal action resulting from cablecasting of a program and indicates agreement to TTTV's Policies and Procedures. A parent, legal guardian, or authorized organization must co-sign for persons under eighteen years of age. The Agreement and Indemnification Form must be completed for each program cablecast, including each individual program in a series.
3. ***Program Description Form:*** Each Associate or Certified Producer must also complete a Program Description Form (which lists program title, length, and a description suitable for press release) at the time of submitting the Program Request Form. The Program Description Form must be completed for each program cablecast. For a series, a Program Description Form must be submitted with the tape of each program when it is delivered for cablecast.
4. Failure to complete the Producer's Agreement and Indemnification Form, the Program Request Form, and the Program Description Form will be deemed sufficient reason for not scheduling a program for cablecast.
5. Associate Producers, Certified Producers, and Producers-in-Training are assessed Annual Producer Fees, for which they may air one 30-minute weekly program throughout the

year (*a total of 52 half-hour shows per calendar year!*), or one 60-minute bi-weekly program throughout the year (*a total of 26 hour shows per calendar year*). Note that lost opportunities to cablecast due to no-shows or unacceptable videotape, technical cablecast difficulties and power outages will not be credited or compensated.

E. Program Scheduling: Single Program

1. Cablecast dates and time-slots for single programs may be requested by submitting a Program Request Form to TVTV.
2. A single program is a program of any length that is not part of an ongoing series. A single program will be scheduled for one original cablecast and one repeat cablecast. Cablecast scheduling is on a first-come first-served basis. Producers who submit a program may request a cablecast time up to ninety days in advance. If a Producer fails to submit the scheduled program at least seven days prior to the scheduled cablecast time, the Producer is subject to forfeiture of the cablecast time scheduled for that program. Repeated failures to submit programs at least seven days prior to scheduled cablecast may also result in forfeiture of the right to reserve future cablecast time.

F. Program Scheduling: Series

1. Producers who want to produce a new series must have completed at least two individual programs of similar length.
2. Producers who want to produce a new series must first submit a Program Request Form to TVTV. Series programs will be scheduled on a first-come, first-served basis. TVTV reserves the right to deny a request for a series program if there are not sufficient production facilities or air time to accommodate such a request without limiting the access to facilities or schedule time of other Producers.

3. Upon approval of a Program Request Form, a contract will be written between TVTV and the Producer that stipulates:

- The beginning and ending date of the series.
- The time slot of the program.
- The date on which a renewal application must be made.
- The Producer's agreement to comply with TVTV's Policies and Procedures.

4. A series is defined as any program having a regular cablecast time slot scheduled either weekly, bi-weekly, or monthly:

- Weekly series: one original program produced each week that can be scheduled for thirteen cablecasts at the same day of the week and time slot.
- Bi-weekly series: one original program produced every two weeks that can be scheduled for six original cablecasts at the same day of the week and time slot.
- Monthly series: one original program produced per month that can be scheduled for twelve original cablecasts at the same day of the week and the same time slot.

Each program in a series is must be designed to run in either a thirty-minute time slot or a sixty-minute time slot. Special programs that require larger time-slots, such as festivals, will be approved for cablecast scheduling at the discretion of the TVTV staff.

G. Series Renewal

1. A Producer may request a renewal of her/his series by submitting a new Program Request Form thirty days prior to the last scheduled cablecast of the original series. The deadline date for the new request will be indicated on the Series Contract. If a new Program

Request Form is not submitted to TVTV by this date, the series will not be renewed and the time slot may be assigned to another program.

2. The Executive Committee will determine, based on staff recommendations, whether a series has complied with the standards established for "Termination/Suspension of Benefits".
3. If, in the judgment of the Executive Committee, the series has violated these standards, the series will not be renewed and the Producer shall relinquish the series studio, equipment, and channel time. A Producer may appeal a decision not to renew by following the **Grievance Procedure** described in **Section V, Subsection B**.
4. For a Producer whose series has complied with the above standards, and who requests renewal beyond the series' initial schedule, the following guidelines shall apply: TVTV will determine whether the granting of facility, equipment, or cablecast time to the existing series would, in the opinion of the Executive Committee, prevent the granting of any request for a different, new series. If no such conflict exists, then the existing series may be renewed. If a conflict does exist, then TVTV staff will attempt to work with the Producer(s) of the existing series to reschedule studio, equipment, or broadcast time, or to help them obtain studio or equipment use from other sources. If there is still a conflict, then the existing series will not be renewed.
5. A Producer whose series renewal is denied may reapply as a new series after a six-month period. The Producer may, however, produce single programs for cablecast during this six-month waiting time period.
6. A Producer whose series request is denied for any reason may appeal the decision by following the **Grievance Procedure** described in **Section V, Subsection B**.

H. Live Programming

1. Requests for live programming require extensive coordination with TVTV staff.

Producers who want to schedule a live program must submit a Live Program Request Form thirty days prior to the event itself.

2. A Producer who fails to use a live time slot that has been scheduled, or who cancels a live production with less than fifteen days notice, must submit a written explanation for the cancellation. Cancellations made less than fifteen days in advance of the scheduled program may lead to the denial of subsequent requests for live programming.

I. Imported Programming:

1. Subject to scheduling priorities, TVTV may cablecast single programs or series produced outside the AT&T/TVTV service area. Such programs must be submitted by a local individual Producer or Organizational Producer. If such programs are produced or distributed by or on behalf of an organization then they must be submitted by an Organizational Producer.

J. Scheduling Priorities and Preemption Policy

1. Cablecast time is scheduled on a first-come, first-served basis, following these priorities:
 - 1st: The first cablecast of a locally produced program.
 - 2nd: The first repeat cablecast of a locally produced program
 - 3rd: The first cablecast of an imported production (produced outside the TVTV access area).
 - 4th: The second, and subsequent, repeat cablecasts of a locally produced program.
 - 5th: Repeats of imported productions.

2. When a request is made for a special event program, or a live program, which conflicts with a program that has been previously scheduled, preemption will be proposed. The Producer of the previously scheduled program will be offered another time (a series may be offered an extension). If the Producer does not agree to the preemption, and no other time will serve for the special event or live programming, the issue will be referred to the Executive Committee for a final decision.
3. TVTV reserves the right to preempt scheduled programs.
4. Notice of the preemption will be made on TVTV at the originally scheduled.
5. If necessary to fill the program schedule, TVTV reserves the right to repeat programs more than once.

K. Community Bulletin Board Messages

1. Producers may submit messages for cablecast on the TVTV Community Bulletin Board.
2. Messages may consist of, but are not limited to, promotion of upcoming TVTV programs and announcements of community events.
3. The content of Community Bulletin Board messages must conform to program content policies outlined in **Section II. A. Programming**. In addition, because the Bulletin Board is cablecast during daytime hours, messages may not include profanity or strong sexual content.
4. Bulletin Board messages may not contain any solicitations for money or services, with the exception of requests for humanitarian assistance or charitable contributions.
5. Bulletin Board messages may not exceed one screen in length.
6. Bulletin Board messages will be scheduled on a first-come, first-served basis, and will run on the bulletin board for a one-week period, on a Sunday-Saturday schedule.

7. Bulletin Board messages must be submitted to TVTV no later than noon on the Wednesday before the week they are to air. Messages may be submitted on a computer disk, in ASCII text format. Producers who submit messages on computer disk must also submit a printed copy of the message. A Community Bulletin Board submission form must also accompany the message.
8. Each Producer is limited to a maximum of three Bulletin Board messages running at any one time.
9. In cases where an unlisted or home phone number or the address of any individual or organization is used, written permission for such use must be submitted by the individual or organization involved. Such a Bulletin Board message will not be cablecast until verified by TVTV staff.
7. The Producer who submits a Bulletin Board message must accept complete and total liability for said message and absolve TVTV, Cable One and the City of Boise, their staff and heirs from any and all liability that may be incurred by the cablecast, or failure to cablecast, or for errors committed in the cablecast of said message. The Producer who submits such a message agrees to waive any rights, present or future, to bring legal action against TVTV, Cable One and the City of Boise, their staff and heirs. Any legal action against TVTV, Cable One and the City of Boise, their staff and heirs, which is sought by third parties as a result of cablecast (or dissemination in any form) of said message, shall become the financial responsibility of the Producer who submitted the message.

III. VIDEOTAPE HANDLING

A. Tape Labels

1. All tapes must be delivered with labels placed both on the tape itself and on the spine of the tape case.
2. Labels must contain the title of the program exactly as it appears on the Program Request Form. A series tape must also include the title of the series and any program number indicated on the Program Request Form. Titles and numbers must be clearly visible and legible.
3. If a series is to be repeated in a different order from its original cablecast, the Producer must re-label and renumber the tapes to match the new numbering system on the new Program Request Form which requests the series renewal.
4. Tape labels must also include an exact running time for the program (not including twenty seconds of black screen at the beginning and also at the end of the program). Tapes must be delivered in a case that is clearly marked. Tapes delivered without cases will not be accepted

B. Tape Delivery

1. Producers will be responsible for the delivery of tapes to TVTV no later than seven days before the scheduled airtime.

C. Tape Rejection Policy and Process

1. TVTV can reject a tape for cablecast for either an improper label or case, or if the tape is delivered after the tape delivery deadline.

IV. FUNDRAISING AND DONOR ACKNOWLEDGMENT GUIDELINES

A. Fundraising Guidelines

1. No program cablecast on a public access channel may contain commercial advertisements or promote a commercial product, service, business, trade, or profession.
2. Producers are permitted to seek commercial underwriting and/or grants from foundations, government agencies and/or private businesses to help cover their production costs.
3. Producers are encouraged to share their ideas with TVTV staff in order to avoid duplication of efforts, to encourage collaboration with other Producers, and to gain the benefit of TVTV staff expertise.
4. Producers must accurately identify themselves to potential funding sources. Producers may not portray themselves as employees of TVTV, indicate or imply that TVTV is a co-producer of the program, or otherwise misrepresent their relationship with TVTV. Violations of this rule may result in suspension or revocation of facilities and equipment use privileges.
5. Producers shall describe to donors the type of acknowledgment they will receive at the beginning and end of the program (see **Donor Acknowledgment Guidelines**, below).
6. Any Producer who solicits underwriting support of any kind for a public access program must first provide the potential underwriter with a copy of the TVTV Underwriting Agreement. Prior to acceptance of underwriting support by the Producer, a signed copy of the Underwriting Agreement shall be delivered to TVTV. Violation of this policy may result in suspension or revocation of all TVTV facilities and equipment use privileges.

B. Donor Acknowledgment Guidelines

1. While commercial advertising is not permitted, TVTV requires that programs acknowledge all support received from businesses, foundations, or other sources.

2. The acknowledgment or credit permitted for monetary support, goods, or services provided by underwriters of public access programs is a listing of the underwriter's name or logo, a brief description of the business or service, the business address, telephone number, and website and e-mail addresses. The acknowledgment or credit may be shown at the beginning or the end of the program and may use a full or partial screen with a plain background or over program video, with or without voice-over, to a maximum exposure of twenty seconds. Moving (animated) logos are not permitted, nor are qualitative claims about services or products. The credit or acknowledgment shall read simply: *Support for this program was provided in part by [name and/or logo, and permitted information].*

V. PRODUCER GRIEVANCE PROCEDURES

A. Termination or Suspension of Producer Privileges

1. The right to use TVTV's studio, equipment, and cablecast time may be suspended for a specified period of time, or permanently revoked, for failure to adhere to TVTV's Policies and Procedures. Violations that may result in disciplinary action include, but are not limited to, the following:
 - loss or damage to equipment due to negligence,
 - unauthorized re-patching of equipment,
 - use of equipment for commercial or personal purposes,
 - use of illegal drugs/and or alcohol at the center or on location with equipment,
 - possession of weapons on studio property or at field production locations,
 - misrepresenting to a third party of a Producer's relationship with TVTV,

- use of facilities without proper certification and authorization,
 - hostile or abusive behavior, sexual abuse or harassment towards staff, Producers, volunteers, board members or the public, while at the TVTV facilities, on production location, at private residence, through email or on the telephone.
 - late cancellations of scheduled studio or equipment use, late cancellations of a program for cablecast, or repeated late return of equipment,
 - violation of the programming rules governing the content of programs, and
 - Failure to notify TVTV about potentially offensive content in programs.
2. Each TVTV staff member is hereby authorized and empowered to temporarily, and immediately, bar access and expel individuals violating these guidelines from TVTV property. Decisions to bar access are reviewed by the Executive Committee. Additional penalties may follow. TVTV staff members shall incur no liabilities for the use of their judgment in such cases.
 3. The Executive Committee shall determine penalties for violations of TVTV policies and procedures
 4. Staff, Producers, volunteers and TVTV's board all retain their rights to press charges for, and/or testify against, observed unlawful activity.
 5. Producers may appeal disciplinary decisions by following the **Grievance Procedure** outlined below.

B. Grievance Procedure

1. A Producer may appeal a decision by the staff to the Executive Committee within seven days from notification. The decision will not be implemented during an appeal, unless

the Producer has been ordered to immediately leave TVTV property for abusive,

disorderly, or illegal conduct. In such a case, the Producer must leave TVTV facilities immediately.

2. The Executive Committee will meet with the Producer and review the staff decision. The Executive Committee will issue a written decision within seven days of the meeting.
3. The Producer may appeal the Executive Committee's decision to the Grievance Committee of the Board of Directors within seven days of issuance of said decision, in compliance with the Grievance Committee's Rules and Regulations, as they may be amended from time to time, and may also ask for a stay of the Executive Committee's decision. If the Producer asks for a stay of the decision, then the Chair of the Grievance Committee will decide within forty-eight hours whether or not to stay the Executive Committee's decision until final resolution of the matter by the Grievance Committee. In making this determination, the Chair will consider whether delay of the Executive Committee's decision would jeopardize or put at risk TVTV equipment, staff, or producers, or would place TVTV in legal jeopardy.
4. The decision of the Grievance Committee will be final.

C. Suspension Steps, unless actions require immediate suspension

- 1 Verbal warning
- 2 Written warning
- 3 3 month suspension
- 4 1 year suspension
- 5 Permanent suspension

REVISION APPROVED BY BOARD OF DIRECTORS ON January 17, 2006