

# Operating Policies and Procedures



Revised June 2018



## **PREFACE**

The purpose of this document is to clearly set forth the rules and procedures that govern the operation of the facilities and channels. These rules and procedures are intended to encourage maximum participation by individuals and groups from greater Thurston County in a fair and equitable manner.

These policies may be revised by the TCMedia Board of Directors in response to the changes we face as demand on our resources increases. Approved changes in these policies will be published and disseminated to the members, and funding jurisdictions of Thurston Community Television (TCMedia). Every effort will be made to notify all members of policy changes.

The policies and procedures described in this document supersede all other Operating Policies previously issued by TCMedia, as well as any express or implied representations previously made by the employees or Board of Directors of TCMedia. Policy statements as written do not amount to promises of specific treatment and are merely general statements of TCMedia policy. TCMedia specifically reserves the right to modify these policies and procedures. Announcements of policy changes are made through the office of the Executive Director. If a member has questions concerning current policies and practices, he/she is encouraged to discuss them with the TCMedia staff. Members are required to acknowledge receipt of these Operating Policies.

## **1.0 WELCOME TO TCMedia**

### **1.1 TCMedia Mission, Vision and Values**

TCMedia provides communication resources to build a stronger community.

TCMedia believes that community access media is an appropriate and powerful vehicle for promoting greater awareness and understanding of the larger community and the diversity of its people.

TCMedia values free expression of ideas and open communication; empowerment through technology and training; diversity through access and involvement; collaboration through partnerships; accountability through fiscal responsibility; community building through outreach and education

### **1.2 Statement Of Purpose**

Thurston Community Television was created to administer the use of community access channels and facilities. Our goal is to provide a resource that empowers individuals, nonprofit organizations, government agencies and educational institutions, in Thurston County to produce their own programs or messages. Thurston Community Television coordinates outreach, training, production, playback, and promotional activities to achieve this goal.

Thurston Community Television operates in a cooperative partnership with the franchising cable operator and our funding jurisdictions to facilitate open communication between government agencies and citizens, residents and their neighbors, and nonprofit organizations and schools with the community at large.

### **1.3 Introduction/History**

TCMedia began as an informal study group, the Capital Area Community Television Association (CACTA), in the fall of 1982 and was incorporated in January, 1984 as a nonprofit corporation. In 1986, CACTA became Thurston Community Television (TCTV).

Olympia granted a new cable television franchise to Comcast Cable of Washington in 1985 requiring the company to provide channel space, production equipment, and other services to support the development of community access television.

TCTV then signed service contracts with Olympia, Lacey and Thurston County to manage public access and help develop educational and governmental access programming. The local governments provided operating funds to TCTV. TCTV chose a membership-based structure to increase user accountability, demonstrate commitment to the principals of cable access, and help defray operating expenses. We changed our name to TCMedia in 2016

TCMedia wants to make programming available to cable viewers that reflects the interests and serves the needs of every segment of the community. TCMedia is unequivocally committed to the expression of lawful free speech. Our responsibility is to assist, to the best of our abilities, all residents, nonprofit organizations, schools, and local government agencies in Thurston County in the production of their programs. We will encourage high technical quality, while realizing that the content of the programs is the responsibility of the producers. We hope that this will lead to entertaining, diverse, informative, challenging, and interesting video that, in the aggregate, will appeal to a wide spectrum of the community.

This document describes the policies guiding membership, training, program production, channel use, and user responsibilities. These policies are designed to be flexible, to change as the needs of the community evolve. They are guided by: The Constitution of the United States of America; The Washington State Constitution; The Cable Communications Policy Act of 1984, as amended; the Cable Consumer Protection Act of 1992, as amended; The Telecommunications Act of 1996, as amended; other applicable federal and state laws and court decisions; TCMedia's Bylaws; TCMedia's service contracts with Olympia, Lacey, Tumwater and Thurston County; and the Comcast Cable franchise documents for Olympia, Lacey, Tumwater, and Thurston County.

### **1.4 Definitions**

**"Advertising"** is defined as material designed to promote a commercial service, business or product.

**"Certified Member"** shall refer to those TCMedia Members who have successfully completed a TCMedia training workshop or demonstrated to TCMedia staff a sufficient working knowledge of the facilities and equipment available to them.

**"Channels"** refers to those channels on the Comcast Cable system in greater Thurston County and the Fairpoint Cable System in Yelm that are administered by TCMedia

**"Equipment"** shall refer to any and all video and audio equipment available for the production of community access programming.

**"Erotic Material"** is defined by the Olympia City Code as: "Motion pictures, photographs, pictures, printed material and other such objects depicting: human sexual intercourse; direct physical stimulation of unclothed genitals; flagellation or torture in the context of sexual relationships; or an

emphasized depiction of bare adult genitals; provided, however, that this definition applies only to those works which, applying the average standards of the city, taken as a whole, appeals to the prurient interest of persons and which lack serious literary, artistic, political or scientific value.

**“Equipment and Facilities Use Fee”** - Annual fee required to be paid if an individual wishes to use TCMedia production facilities or equipment.

**“Facilities”** shall refer to the building and parking lot, and other property not directly related to the production of community access programming currently under control of Thurston Community Television.

**“First Amendment of the Constitution of the United States of America”** – Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition the Government for a redress of grievances.

**“Indecent Material”** is defined by the courts as the repetitive and deliberate use of language or material that depicts or describes, whether directly or by innuendo, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs. For example, extreme physical violence or degradation, nudity, graphic depiction of medical procedures, and repetitive use profanity would be considered “indecent”. Profanity includes, but is not limited to, words such as those identified in FCC vs. Pacifica.<sup>1</sup>

**“Individual Member”** - An person who has provided the required contact information and agreed to be included on our member roster.

**“Nonprofit Organization”** refers to any organization that is recognized by the IRS as a 501(c) tax-exempt organization and also registered with the State of Washington as a non-profit corporation.

**“Nonresident Individual”** – an individual whose primary residence is outside Thurston County

**“Nonresident Organization”** – an organization or agency with primary place of business located outside Thurston County.

**“Obscene”** is defined by applying the Miller test: (a) whether the average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest; (b) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law; and (c) whether the work, taken as a whole, lacks serious literary, artistic, political or scientific value.

**“Organizational Partner”** - 501c(x) nonprofit organization, government agency, or public school that has secured services from TCMedia.

**“Personal Financial Compensation”** – compensation paid to an individual for time or services provided when utilizing TCMedia equipment, facilities or resources.

**“Producer”** shall mean the person that has primary editorial control and legal responsibility for the program content.

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<sup>1</sup> FCC vs. Pacifica identifies the words *fuck, shit, piss, cunt, motherfucker, cocksucker, and tits* as indecent

**“Producing Member”** – An individual member who has paid the annual Equipment & Facilities Fee.

**“Program Sponsor/Supplier”** shall refer to the organizational member that provides imported programming to TCMedia for cablecast

**“Protected Speech”** refers to any content that is protected under the First Amendment of the Constitution of the United States”

**“Resident”** is defined as an individual whose principal abode -- i.e. the home, house, apartment, facility, structure, etc. - **within which the individual lives the majority of the time** is located in Thurston County. The mailing address of the individual may be different than the residence address.

**“Series Programming”** has multiple episodes with at least one new, never- before- aired episode each month.

**“Single program”** is an individual program that is not part of a series.

**“Supporting Member”** is an individual who has made the minimum required financial donation.

**“Unprotected Speech”** refers to those forms of expression not protected by the Constitution of the United States – slander, libel, sedition, incitement to violence, and obscenity”

### **1.5 Non-Discrimination Policy Statement**

No individual will be denied TCMedia membership or access to any TCMedia equipment, facilities, services or channel time on the basis of race, sex, sexual orientation, gender identity, age, physical disability, religious or political belief, ability to pay, or due to the nature of the programming interest.

### **1.6 TCMedia Records**

TCMedia maintains public records in accordance with state and federal law. These records are available for inspection during normal business hours. Persons requesting review of these records must submit a written request, which includes their name, address, and telephone number and provide proof of identity.

## **2.0 MEMBERSHIP**

### **2.1 Memberships / Fees**

**Basic Individual Membership** at TCMedia is free and open open to all. There are no membership dues, however there are fees for using our facilities and equipment or for taking classes. Membership is required in order to take classes offered by TCMedia and to use TCMedia facilities and equipment.

- Equipment and Facilities Fee - \$45 annual fee for Thurston County Residents / \$90 annual fee for non-residents. Students receive a \$20 discount. Adult students must present valid school I.D.
- Training Fees - training fees vary based on the class.

To become a member, individuals must provide required contact information and agree to all member policies and requirements.

**Producing Members** are individuals who pay the annual Equipment & Facilities.

**Supporting Members** are individual members who make a minimum \$25 annual donation to TCMedia. Supporting members who make regular monthly contributions of \$5 or more are Sustaining Members.

## **2.2 Eligibility**

TCMedia membership is open to all. Individuals who live in Thurston County are considered residents. Individuals with a primary residence outside of Thurston County are considered non-resident.

## **2.3 Relationship Between TCMedia and Members**

TCMedia is a private non-profit corporation. Members and producers are not agents or employees of TCMedia. They are considered to be independent producers and create programming for themselves or the organization they represent. At no time may any individual or organization identify themselves as an employee or agent of TCMedia or any of the funding jurisdictions unless hired by TCMedia or the jurisdictions to perform a service.

TCMedia exercises no control, beyond these policies, over production activities by members except when trained members have been recruited by TCMedia to crew productions that are specifically coordinated by TCMedia. Members must not identify their production efforts as being "for TCMedia". Rather, members should indicate that their programs "will be seen on TCMedia".

## **2.4 Individual Members**

Members may take training workshops and use the TCMedia production facilities and equipment to create programs to be seen on the access channel(s). Production Members and Supporting Members are entitled to vote at the Annual Membership Meeting on issues that are placed before the general membership for approval and to select the elected members of the TCMedia Board of Directors. Individual members must provide to TCMedia a current, accurate address of their primary residence and current mailing address if different from their residence.

An Individual Membership form must be completed before registering for training workshops. There are no age restrictions for TCMedia membership. However, parents or legal guardians of Production Members under age 18 must sign a consent form when a minor requests training **and** sign a financial/legal responsibility statement when a certified producer under age 18 requests the use of TCMedia production facilities and equipment or schedules programming on the channel.

Students receive a \$20 discount on the TCMedia Equipment and Facilities fee. Adult students must show valid school I.D. to receive the discount.

## **2.5 Organizational Partner Members**

Nonprofit organizations and government agencies may become organizational partners of TCMedia by paying an annual fee of \$100 for groups located in Thurston County, \$200 for groups located outside of Thurston County. Organizational partners must be either:

- A. A non-profit or public educational institution, or government agency with a principal place of business in Washington State.
- B. A non-profit organization recognized by the IRS as a 501(c) tax-exempt organization that is registered with the State of Washington. This can be an independent organization, or a duly recognized chapter, branch or other division of a larger state, national or international organization. Non-profit groups applying for this membership will be asked to present proof of this registration and an IRS letter of determination.

The organizational fee covers facilities and equipment use for three (3) associates of the organization, a priority invitation to our annual PSA day, and access to a variety of other services offered to TCMedia organizational and individual members. Individuals associated with Organizational Partners may become Individual members of TCMedia by completing a Membership form.

## **2.6 Funding Jurisdictions**

Local jurisdictions, which have a service agreement with TCMedia, are considered Organizational Members. They receive all Organizational Member privileges with no limit on the number of affiliates who may receive training.

## **3.0 TRAINING**

### **3.1 Eligibility**

You must be a current Individual Member as described in Section 2.0 to take TCMedia training workshops.

### **3.2 Workshop Fees & Scholarships**

Orientation meetings and production workshops are designed to ensure that members understand their rights and responsibilities as members, producers, programmers, and viewers. Current TCMedia Membership and attendance at an Orientation meeting are required before you may sign up for other training workshops.

**There is no charge for the Orientation workshop. It is a mandatory pre-requisite for all other training.** All other training workshops are offered to current TCMedia members on a first come, first served basis and require payment of the appropriate training fee at time of registration. Fees for the TCMedia training classes vary. Training workshops are designed to teach the proper equipment operation and production techniques and familiarize the student with the specific technical set up of the TCMedia facilities. The types and number of workshops offered are based on available facilities and equipment and may change as TCMedia grows. Training fee will be refunded or transferred to another scheduled class with at least 24 hours advanced notice that the student cannot attend. Fee is **nonrefundable** for students who are absent without prior notice.

**Partial training scholarships** may be available for members who, for reasons of financial hardship, cannot pay the entire training fee. You may request the scholarship when registering for a class, however we cannot guarantee that scholarships are available for all requests.

### **3.3 Training Re-Certification**

Members who have not participated in a production using TCMedia equipment for over a year may be asked to get re-certified before equipment privileges are restored. This requires attendance at a training workshop or a training waiver issued at the discretion of the TCMedia training staff.

## **4.0 USE OF PRODUCTION EQUIPMENT**

### **4.1 General Guidelines / Fees**

The TCMedia production facilities and equipment is available for use by TCMedia members. An annual Facility & Equipment fee must be paid before members may reserve equipment. Persons who, **for reasons of financial hardship**, cannot pay the Facility & Equipment fee may request a scholarship. Facilities and Equipment fee is **\$45 for Thurston County Residents / \$90 for non-residents**. Students receive a \$20 discount. Adult students must present valid school I.D.

The TCMedia Production facilities are open for public access production use Tuesday – Friday from 2:00PM – 10:00 PM and Saturday from 10:00 AM – 6:00 PM. Studio and edit reservations are made during these times only.

Members are encouraged to seek assistance from the TCMedia staff during the pre-production planning of their programs. Staff will not produce your program for you but can provide suggestions on technique, equipment, and production planning that can help to ensure a successful project. Members may have a maximum of 4 projects in production at one time, 2 of which can be series programs.

TCMedia production equipment and facilities are made available on a first come, first served basis, to certified members free of charge. Only current organizational or individual members who have paid the Facility & Equipment fee and have proper certification are allowed to reserve or operate TCMedia equipment. **TCMedia equipment is not available for rent, personal use, or commercial production. TCMedia equipment may not be taken out of state.** Use of TCMedia facilities or equipment must result in programming that will air on the TCMedia channels.

Studio productions, editing, and equipment check out must be scheduled during regular facility hours. Hours for portable equipment check-in/check-out may be different than regular facility hours and will be posted. Studio, editing, and equipment reservations can be made in person or by phone and must be completed by a TCMedia staff person. Voice-mail or e-mail messages do not constitute a reservation.

A member is considered a “no-show” if they are 30 minutes late without advising TCMedia. The time they reserved will then be open on a first come, first served basis. **Members that are repeatedly late returning equipment, fail to cancel reservations, or violate any other TCMedia policies will be subject to disciplinary action as defined in section 6.3.** TCMedia reserves the right to adjust equipment use policies based on user demand and the working condition of our production equipment

### **4.2 Financial Responsibility**

Producing Members must sign an Equipment Use Agreement agreeing to reimburse TCMedia for repair or replacement of any equipment that is damaged, lost or stolen while in their possession. If the certified member is under age 18, a parent or legal guardian must sign the Equipment Use Agreement.

### **4.3 Portable Equipment**

Portable equipment may be checked out and/or returned during the following times.

- Tuesday – Friday between 2:00 PM and 9:30PM
- Saturday between 10:30 AM and 5:30 PM
- TCMedia production facilities are closed on Sunday & Monday.

Portable equipment includes camcorders, tripods, light kits, audio equipment, and other accessories for remote field productions. We also have portable editing equipment and a portable switcher is also available for two-camera productions utilizing two camcorders.

Portable equipment may be reserved for 48 hours at a time during the week, 72 hours over the weekend. **For weekend use, equipment may be picked up on Saturday and returned on Tuesday.** Portable equipment reservations may be extended when the additional time requested has not been reserved by any other member. Reservation extensions will be granted no sooner than three (3) days prior to the reservation date.

Portable equipment reservations will be taken up to two (2) months in advance. Reservations may not be made back-to-back. There must be at least 24 hours between scheduled reservations for an individual or project. No more than **one** camera may be reserved for any one project at a time. If an additional camera is available at check out, it may be added to the equipment list. No more than 2 cameras may be checked out by any one individual. **Only certified members are allowed to operate TCMedia equipment. Equipment MUST be returned to TCMedia and checked in before being issued to another person.**

### **4.4 Studio**

Studio includes the control room, studio room, and all other equipment in them for live or taped productions. Studio requests are not confirmed until they have been reviewed and entered into the studio reservation system. Studio time is scheduled in conjunction with the programming season described in Section 5.5. TCMedia will assign productions to the studio best suited for the production type. Studio reservations are made in conjunction with the program scheduling process defined in Section 5.6.

We recognize that some production types require lengthy setup. We ask the members reserve the amount of time reasonably needed for your studio shoot. The number of hours reserved for any production will be based on the demand for the resource. Weekends tend to be heavily utilized. For that reason we will limit the number of Saturday reservations longer than 4 hours to 1 per month for any producer/project.

Only current members with studio certification may be used as crew for studio productions. **A minimum of 4 crew people is strongly recommended for studio productions.** The studio must be left in a clean, orderly state, with all equipment in a "normal" setting and ready in time for the next production. Refer to the posted studio rules and checklist for details. Studio productions **must be completed at least 15 minutes prior to the end of the reserved** time in order for staff to do a walk-through and

complete the check-in procedures before the next production. **Studio productions MUST be completed no later than 9:45PM Tuesday thru Friday and no later than 5:45 PM on Saturday.**

**No food or drink is allowed in the control room or studio.** If you are bringing food for your crew, we recommend that you eat **AFTER** your production is completed to ensure your production is completed on time and the studio cleaned up.

#### **4.5 Editing**

Only current members certified to use the editing equipment may reserve edit time. Certified members may reserve a **maximum of 4 hours per reservation**. The number of hours of edit reservations an individual may hold during a week may be limited based on demand. Edit reservations will be taken up to 2 months in advance. **Editing MUST be completed no later than 9:45PM Tuesday thru Friday and no later than 5:45 PM on Saturday.**

#### **4.6 Recording Media**

Members are required to provide their own recording media for their productions. TCMedia does not provide SDHC cards, or DVDs.

### **5.0 PROGRAMMING & CHANNEL USE**

#### **5.1 Program Rights**

Community producers are the owners of the programs they create and as such retain the copyright for their program. Programs produced with TCMedia equipment must be primarily intended for televising on the TCMedia channel(s).

TCMedia recognizes that additional uses occasionally develop that are not part of the primary intent of the producer. Producers may take advantage of these unanticipated opportunities only when:

- A. A programming contract has been filed for cablecast on TCMedia's channel(s) prior to any other use
- B. There is absolutely no distribution of programming for profit
- C. Any use of the program for fund raising activities must be by an organization that has been granted 50c3 tax- exempt status by the Internal Revenue Service.
- D. The producer notifies the TCMedia executive director in advance of the additional unanticipated use of the program.
- E. No other TCMedia policy is violated

**If this policy is violated, the producer may have member privileges suspended or revoked.**

TCMedia reserves the right to retain one copy of selected programs for archival purposes. No use may be made of any part of a program without the producer's consent. TCMedia may request but not require that programs be used for promotional purposes or distribution to other access centers.

#### **5.2 Program Content**

**TCMedia encourages community producers to exercise the responsible expression of their 1st Amendment rights. Program producers and/or sponsoring agencies are held solely responsible and legally accountable for the content of their programs and as such may be subject to prosecution for the cablecast of illegal material.**

Producers and/or authorized representatives of organizations supplying programs are required to complete a TCMedia Programming Contract that **truthfully and accurately** describes the program or series they are submitting for cablecast. Should the program(s) deviate from that described in the original Programming Contract, a revised Programming Contract must be completed before the program is scheduled. **Willful falsification of this document or material misrepresentation of information required is grounds for revocation of membership privileges. Should a court order be issued against a program or series for any reason, the cablecast of that program or series will be suspended pending the legal decision.**

The following content limitations apply to any and all programs or messages cablecast on the access channel(s) administered by TCMedia. Community producers should seek staff assistance in meeting these guidelines.

The following are absolutely prohibited:

- A. Lotteries / Contests: Lotteries or contests that involve directly or indirectly the elements of a prize, chance, and/or consideration. Reference section 76.213 of the rules of the Federal Communications Commission.
- B. Illegal Material: Material which would subject the producer or supplier to civil or criminal prosecution under any applicable local, state, or federal law for production or presentation of obscene or erotic material, slander or libel, invasion of privacy.
- C. Licensed Material: Material that is copyrighted or subject to ownership or royalty rights, union residuals, or other payment (e.g. *music, written works, photographs, film, video*) unless producer has obtained all necessary permission, releases, licenses and made all necessary payments to authorize televising of any such material. TCMedia may require producers to provide evidence of such payment or permission.
- D. Advertising / Commercial Endorsements: Advertising or other material that is designed to promote commercial businesses, the sale of commercial products, or purchase of professional or commercial services. This includes but is not limited to, product or business endorsements and/or service descriptions. For example: *A program guest may be identified as "John Doe - Owner ABC Business Supplies" but not "John Doe, owner ABC Business Supplies, the best selection and the lowest prices in town."* To advise viewers how to get more information about program topics, program credits can include a contact name, phone number, web site or e-mail address.
- E. Unauthorized Fundraising: Solicitation of funds by organizations other than those that have been granted 501(c)(3) tax-exempt status by the Internal Revenue Service.

### **5.3 Potentially Indecent Programming**

TCMedia wants to provide parents and guardians with a means of controlling the viewing of programming with indecent material by children as well as provide viewers with notification of programming with potentially indecent material so they can make informed cable-viewing choices.

**TCMedia requires a content advisory notice before each program with potentially indecent content.**

While providing such notification, we do not wish to preclude the opportunity for all forms of expression

on the TCMedia channels in accordance with all relevant laws. Programming with potentially indecent material as defined in Section 1.3 or programming identified as unsuitable for young audiences will be scheduled between 10:00pm and 6:00 AM.

#### **5.4 Political Programming**

Any program describing or endorsing declared political candidates or describing ballot issues that is directly related to a current campaign is considered "Political Programming." Programs, which include appearances by incumbents acting in their current elected or professional capacity, are not included in this definition.

Each political program produced by TCMedia and for which TCMedia has direct editorial control will be non-partisan and will provide an equal opportunity for all candidates or parties concerned to participate. If a candidate or issue representative declines to participate, TCMedia will not be obligated to provide other opportunities.

TCMedia encourages local community producers to provide like opportunities when they produce programs about political candidates or ballot issues.

#### **5.5 Programming Preview**

TCMedia service contracts with Olympia, Lacey, Thurston County, and Tumwater require a mandatory pre-broadcast review by the TCMedia Executive Director or assigned staff, of any production which, as described in the Programming Contract, that portrays or depicts material that indecent under federal law, or considered inappropriate for children.

Additionally, if the TCMedia staff has reason to believe a program violates any TCMedia policy, the TCMedia Executive Director or assigned staff may preview the program or refer it to the TCMedia Board of Directors for review and policy interpretation. Likewise, management reserves the absolute right to terminate, in progress, the cablecast of any program it deems is in violation of these policies. Decisions of the Executive Director can be

#### **5.6 Program Scheduling**

TCMedia schedules the use of multiple channels. These channels have different uses and user groups. We strive to develop program schedules that support the needs of both our program producers and our viewing audience.

Time on the Government and Educational Channels is allocated for the use by government agencies and publicly funded educational institutions only. Scheduling and time allocations on these channels is coordinated in cooperation with the agencies using these resources.

The Public Access Channel is available for use by local individuals and nonprofit organizations. It is scheduled in two, six-month seasons. The season program schedule on the Public Access channel is dependent on the demand for available time. New locally produced and member produced programming has priority when the schedule is created. Generally, imported programming will not be scheduled in prime time.

#### **5.7 Member or locally created / Imported Programming**

“Member created programming” is any non-commercial program **with a majority** of material produced by a TCMedia Member, or a Thurston County resident, organization, school or government agency, whether it was produced through TCMedia facilities or not.

Imported programming is any non-commercial programming produced by individuals, agencies, organizations from outside Thurston County that are not members of TCMedia. Only current Organizational Members of TCMedia may schedule imported programming onto the access channel(s). **Member created program scheduling has priority over imported programming.**

Program producers may request specific times for cablecast. TCMedia will make every effort to accommodate these requests within the limits of available channel time but will not guarantee that all requests can be honored.

### **5.8 Program Scheduling**

Unless a program receives a special waiver, it must be scheduled for cablecast at least two weeks in advance. The program producer or supplier must complete a Programming Contract acknowledging their legal responsibility for program content.

Single programs will not be scheduled until both the completed program and a Programming Contract have been delivered to the Programming Coordinator.

The number of repeat showings any program receives after its first cablecast will be based on the available channel time and may change as demand for channel time increases. TCMedia reserves the right to pre-empt program repeats to facilitate the scheduling of special programming. TCMedia will make a good faith effort to notify producers in advance if their program schedule is being changed.

In order to be assigned a regular, series time slot, producers must submit at least one a new episode each month that has never aired on the TCMedia channels. **New producers are required to complete at least two programs for cablecast before TCMedia will assign them a series time slot.**

Series programs that are scheduled at the beginning of a programming season, will be assigned regular time slots for at least six months. Mid-season additions will be assigned a time slot for the duration of the programming season. In order to make time available for all current and future programs, TCMedia reserves the right to make schedule changes at the beginning of each programming season.

### **5.9 Program Delivery**

**All recorded programs must be delivered at least 7 days prior to their first scheduled air date.**

Programs not delivered 7 days in advance of their first air-date **MAY** be delayed for playback. TCMedia reserves the right to change delivery requirements.

If a new series episode is not received as scheduled, TCMedia will air the current program for one additional week. If a new episode is not received by the end of the one-week grace period, the series time slot may be discontinued and other programming will be scheduled in it.

Programs that appear LIVE on the channel are exempt from the 7-day delivery requirement. However, producers of programs that appear LIVE on the channel should record a copy during the production and turn it in the same day as the live telecast for future repeats.

### **5.10 Program Liability**

Program submitters must sign a Liability and Indemnification Agreement acknowledging legal responsibility for program content. If the submitter is under 18, a parent or legal guardian must sign the programming request. The content of programs presented on the access channel(s) is solely the responsibility of the producer. As such:

- A. No liability for the content of access programs for which TCMedia does not have direct production control shall attach itself to TCMedia, the funding jurisdictions, their agents or employees, or the cable operator.
- B. Applicants for cablecast time shall sign a release which saves and holds TCMedia, the funding jurisdictions, their agents and employees, and the cable operator harmless for all damages or claims arising as a result of the use of access channels by the applicant.

Member created programs must include the producers name in the opening or closing credits. Imported programs must include the name and telephone number of the sponsoring local organization.

Member producers and imported program sponsors **must** provide to TCMedia a telephone number or email address where they can receive messages or comments about their program.

#### **5.11 Program Support and Underwriting**

Members seeking underwriting, whether cash or in-kind contributions, must obtain written approval for the underwriting activity from the Executive Director prior to contacting potential contributors. Members **may not solicit or receive personal financial compensation** for the production of their own programming.

All underwriting and in-kind contributions must be described on the Programming Contract. All contributors must be acknowledged in the program closing credits. In addition, producers may acknowledge contributors once every 30 minutes during the body of the program. Programs less than 30 minutes in length may have 1 contributor acknowledgment in addition to the closing credit.

Underwriting credits must be formatted as described below. The credit may use full or partial screen with plain background or over program video with or without voice-over for a maximum of 10 seconds. Service descriptions, photographs or video of business locations, and business street addresses are not permitted

The underwriting/support credit shall be:

**SUPPORT FOR THIS PROGRAM PROVIDED IN PART BY**  
*(business name and/or logo, city, telephone, e-mail, or web address )*  
or  
**THANKS TO THE FOLLOWING FOR THEIR SUPPORT**  
*(business name and/or logo, city, telephone, e-mail, or web address )*

**For example:**  
**ABC BUSINESS SUPPLIES**  
**Olympia WA (360) 956-XXXX**  
**www.abcbusiness.com**

No call to action is permitted. However, a tag line may be included that makes an association between the company and the program or the company and the community.

**Examples:**  
**ABC Business Supplies is proud to support this program**  
or  
**ABC Business Supplies –**  
**servicing Thurston County businesses since 1950**

#### **5.12 Technical Requirements**

Programs submitted for playback must have technical standards high enough to deliver a clear, consistent and unbroken picture to cable subscribers. Audio must be clearly understandable and at consistent, measurable levels without distortion. **All programs must be submitted on a DVD** (DVD-R preferred), **USB drive, MiniDV, or DVCam tape**. Producers are responsible for dubbing from other formats. As technology changes, TCMedia may require submission of different video or digital file formats.

**Programs should have no more than 1 second of black at the beginning and end.** TCMedia reserves the right to reject programs that do not meet technical standards.

DVD's must contain only one program. DVDs with multiple programs on them will not be accepted.

#### **5.13 TCMedia Reader Board**

The Readerboard is an electronic bulletin board that displays public service messages or the program schedule when programming is not being aired. Use of the Readerboard is open to any non-profit organization or government agency located in Thurston County. The Readerboard may be used to announce meetings, events, and activities that are open to the public. Commercial advertisements will not be accepted.

## **6.0 SUSPENSION OF PRIVILEGES**

### **6.1 General Statement**

In order to ensure that TCMedia equipment and facilities remain in good working order and are used in such a manner as to fulfill Thurston Community Television's contractual obligations to our funding jurisdictions, TCMedia reserves the right to refuse on a temporary or permanent basis or otherwise initiate disciplinary or legal actions against individuals or organizations that violate the Code of Conduct or otherwise interfere with or jeopardize TCMedia operations or otherwise violate these Operating Policies. Suspension/termination of privileges may be appealed to the TCMedia Board of Directors as described in Section 7.0.

### **6.2 Code Of Conduct**

Individuals and organizations using the TCMedia facilities and channels must agree to abide by all TCMedia policies regarding the use of equipment or channels for the production and presentation of their programming. In addition, they are expected to respect the rights and dignity of the staff and other individuals in the facility. Conduct that discriminates against or degrades any person will not be tolerated. A reasonable standard of courtesy and respect must be observed. TCMedia reserves the right to restrict any person from using TCMedia facilities for violation of this or other policies that result in the disruption of TCMedia activities and operations. Parents/guardians are responsible for supervising their children while in the facility.

In addition to the Code of Conduct, individuals who use the TCMedia facilities and/or channels must agree to abide by the following rules. Specific violations are set forth in writing in order to provide notice to all who use TCMedia facilities. They are not designed to define violations in exhaustive terms. Individuals may be accountable to both civil/criminal authorities and TCMedia for acts which constitute violations of law on or off the premises. Individuals shall be subject to disciplinary action for violation of any provision of the TCMedia policies.

The following acts are prohibited:

- A. False information: Intentionally providing false information to TCMedia for the purpose of obtaining membership services, access to channel time, or to avoid determination of facts in accordance with any TCMedia investigation or hearing
- B. Misrepresentation: Individuals and organizations must not identify themselves as being an employee or agent of TCMedia or the funding jurisdictions unless hired by TCMedia or the jurisdictions to perform a specific service.
- C. Destroying or damaging property: Intentionally and/or recklessly destroying or damaging TCMedia property or the property of others on TCMedia premises or at TCMedia sponsored events or activities.
- D. Drugs/alcoholic beverages: Use, possession or distribution of any controlled substance, illegal drug, or alcoholic beverage on TCMedia premises or at TCMedia sponsored events. Appearance at any TCMedia sponsored event while intoxicated or under the influence of a controlled substance is prohibited and will be considered a violation.
- E. Weapons, firearms, explosives and dangerous chemicals: Use or possession of any weapon, explosives, dangerous chemicals, substances or instruments or other weapons, as defined by state law, which may be used to inflict bodily harm on another individual or damage upon

TCMedia premises or TCMedia sponsored events is prohibited, except when being displayed or demonstrated in conjunction with a bona fide production, for which prior permission has been granted by the TCMedia Executive Director.

- F. Harassment, threats and/or physical harm: threatening, intimidating or harassing another with intent to substantially harm the person with respect to his or her physical safety or mental health. This includes causing physical harm to any person or property on TCMedia premises or at any TCMedia sponsored activity or causing reasonable apprehension of such harm to another person. Verbal or written threats of violence will be taken seriously. Individuals making threats toward TCMedia or any individual in the facility or at a TCMedia sponsored event will be escorted from the premises and banned from the TCMedia facilities.
- G. Disrupting TCMedia functions: Intentionally and/or recklessly interfering with the normal TCMedia operations or with TCMedia sponsored activities.
- H. Smoking: Smoking is prohibited inside the TCMedia facilities.
- I. Theft or conversion: Deprivation of another person's property including TCMedia property or services without that individual's or TCMedia's authorization.
- J. Use of TCMedia name/logo: Unauthorized use of the TCMedia logo, name, indicia, motto, or symbols for any purpose without prior consent by the TCMedia Executive Director.
- K. Inappropriate Behavior: Engaging in lewd, indecent, erotic or obscene behavior on TCMedia premises or at TCMedia sponsored activities.
- L. Unlawful acts: Engaging in any unlawful act while on TCMedia premises or while participating in a TCMedia sponsored event or activity.
- M. Trespassing: Unauthorized entry into restricted areas.

### **6.3 Disciplinary Actions**

Engaging in any of the acts prohibited in Section 6.2 may result in **immediate revocation** of all member privileges.

Violation of any other TCMedia policies may result in suspension or revocation of privileges. The TCMedia Executive Director will determine the termination or length of any suspension based on circumstances surrounding and the severity of the incident(s) that resulted in the suspension. Services may also be suspended or prohibited to individuals for criminal activities off-site that may pose a danger to TCMedia or its operations.

### **7.0 DISPUTE RESOLUTION & APPEALS PROCESS**

It is hoped that disputes over policy interpretation can be resolved by a good faith effort to reasonably discuss the problem to arrive at an acceptable solution for everyone involved. When this is not acceptable or practical, a user may file a written grievance with the Executive Director. The Executive Director will review the grievance and attempt to mediate a solution. If a mutually acceptable solution cannot be reached, the Executive Director will make a determination.

If an individual wishes to file an appeal to a staff decision they should submit a Request for Appeal of Decision to the Executive Director within **30** days of the staff decision. The Executive Director will notify

the TCMedia Board of Directors and set a meeting date within **30** days of the receipt of the request. The appellant will be given the opportunity to address the Board of Directors during the meeting. Decisions of the Board of Directors are the final determination regarding the issue. Grievances relating to TCMedia staff conduct should be addressed to the Executive Director. Grievances relating to the conduct of the Executive Director should be addressed to the president of the TCMedia Board of Directors.

