



## **FPA's Policies and Procedures**

The policies contained in this Operations Manual are approved by the Fairfax Public Access (FPA) Board of Directors. These policies are subject to change without notice at any time by action of the Board of Directors.

2929 Eskridge Road • Suite S • Fairfax, VA 22031  
571.749.1100 • Fax 571.749.1112  
[www.fcac.org](http://www.fcac.org)



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## **I. WELCOME MESSAGE:**

Welcome to Fairfax Public Access (FPA), the organization that provides you with access to the most powerful media of our time - television, radio, and the Internet. By becoming a member of FPA, you have expressed your commitment to participate in creating original programming of interest and importance to the Fairfax community. Your attention to detail and interest in community events and affairs helps FPA reach its full potential as a powerful community resource and hub. FPA welcomes you and your partnership in reaching out to our community. This manual is your primary resource for understanding what you need to know to work with FPA and for sharing the studios with other members.

You're invited to take advantage of all of the resources FPA has to offer. Whether you're interested in television production, hosting your own radio show, or just expanding your knowledge and skills with contemporary media and cutting edge technology, FPA will provide you with access to the tools you need in pursuing your goals.

The rules throughout this publication are established to provide quality assistance to as many of our members as possible. Please be courteous and cooperative with FPA personnel and other members, and be mindful that many classes and productions are scheduled at all hours that FPA facilities are open. If you need additional information, please call 571-749-1100, visit our website at [www.fcac.org](http://www.fcac.org), or send us an email at [askfpa@fcac.org](mailto:askfpa@fcac.org).

FPA is an independent, non-profit 501 (c) (3) corporation founded to manage the public access channels and production facilities provided for Fairfax County residents. Major funding for the services provided by FPA comes from Cox Communications of Northern Virginia and Verizon Virginia, Inc. Additional funding is generated through membership fees, fundraising, and donations.

FPA, as an organization or as represented by its officers, directors, members or staff, cannot and does not support or endorse any political party or affiliation. Partisan political advocacy by any officer, director, member, or staff person is to be construed as individual action and in no way a reflection or representation of the organization and its policies.

### **The Mission of Fairfax Public Access:**

*“To provide quality and engaging community television, radio, education, and cablecasting services of interest to the public, and encourage the participation and involvement of residents of Fairfax County and the Washington metropolitan area.”*

FPA is dedicated to offering the forum and the resources to exercise the First Amendment Right to free speech, and facilitating a dialogue that embraces all groups within our diverse community. Therefore, FPA as an organization does not discriminate against any person or group based on the content of their message, or based on race, creed, gender, national origin, age, disability, sexual orientation, or political affiliation.

While only qualified FPA producers may schedule and use FPA facilities and equipment, anyone interested in public access television and radio is encouraged to become a member of FPA and support the efforts of all who contribute their time and services to create programming for the community.

## II. MEMBER, PRODUCER, VOLUNTEER, OR SCHOLARSHIP RECIPIENT:

To be involved in any TV or radio production at FPA, you need to be a FPA Member. This section discusses the qualifications required to be an FPA member, producer, volunteer, and scholarship recipient.

- **An FPA Member** is an individual who has joined FPA and has paid membership dues. An FPA member in “good standing” is an individual who is current with annual membership dues and does not have outstanding debt owed to FPA. If you are a resident of Fairfax County, a member of FPA and a member in good standing then you have the right to vote at the annual meeting.

Once an FPA member, there are endless opportunities for you; for example, you can assist in FPA special events, you can attend training courses to become a producer, or you can choose to assist in the production of other programs. Only FPA members in good standing and who have the proper certifications may produce programming at FPA facilities or use FPA equipment.

- **An FPA Producer** is an FPA member in good standing who is certified in one of the following core classes: Radio Production, Studio Package, Field Package, or Producers Workshop. FPA Producers must have an approved radio or television program proposal to create programming. Producers are permitted to operate only the equipment for which they are certified.
- **An FPA Production Volunteer** is an FPA member in good standing who has taken the FPA Orientation class, is certified in the use of FPA's production equipment and chooses to volunteer time to work in the capacity as part of the production crew for programs created by FPA Producers. Volunteers are permitted to operate only the equipment for which they are certified.

FPA members are an integral part of our organization. As individual members or groups we understand you have specific talents and diverse points of view. Please know that a mature attitude goes a long way to help you learn the fundamental skills necessary to produce programming. You may have a particular style or manner of work; it is our goal to respect and encourage your work. FPA will make an ongoing effort to enable you to operate in accordance with your own mode of production, provided it does not conflict with the operating rules or procedures that are described in this manual.

- **An FPA Membership Scholarship Recipient** is an individual who may otherwise qualify to become an FPA member in good standing but who has demonstrated a financial need. FPA membership scholarships may be available to a member demonstrating financial hardship. If approved by the Board of Directors for a scholarship, FPA waives the membership fee for one year. Scholarships may be sought on a year-by-year basis. FPA Membership Scholarship forms are available from the Office Manager and in the facility reception area.

### **III. GENERAL FPA POLICIES:**

This manual provides the current programming and operating policies and procedures governing the use of FPA television and radio production, cable casting facilities, and equipment.

The policies and procedures in this manual apply to anyone using FPA's facilities, and apply to all productions and activities done at, or with, FPA facilities and equipment. FPA reserves the right to change these policies and adopt additional policies from time to time as needed and approved by the FPA Board of Directors. Any person violating FPA policies may be subject to removal and/or suspension from the facility. Where state, local, and/or federal statutes have been broken, reports may be filed with the appropriate law enforcement authorities. FPA will actively assist in prosecuting offending parties. Use of any FPA facility and/or equipment by anyone constitutes acceptance of these policies and procedures, and agreement to comply fully therewith, to the extent permitted by law.

#### **A. FPA Membership Badge:**

1. FPA membership identification badges are worn at all times inside the FPA facility
2. Membership identification badges are issued to new members, producers, volunteers, and personnel upon proof of age and residency
3. Membership identification badges indicate membership status as well as certification status and are updated as necessary
4. Guests are required to sign the "Visitor's Book" and wear a visitor's badge
5. Membership identification badges are required for scheduling facilities and checking out equipment
6. All persons entering the FPA facilities are required to wear the appropriately designated identification badge
7. Under no circumstances are badges to be altered or changed by FPA members
8. Badges are for FPA internal use only and are not to be used as "press" passes
9. Unofficial FPA badges are not to be made or used
10. Replacement of badges:
  - a. Replacement badges are available for \$1 each
  - b. There is no charge to the member for trading old badges for revised badges that reflect expiration date changes or recent certification status changes

#### **B. Membership Validation:**

FPA personnel retain the right to verify membership status at anytime. FPA personnel may check badges or access membership records online. If an individual's FPA membership is expired, two options are available:

1. Immediate renewal of membership with help from the Equipment Room personnel
2. Cease and desist all production and programming activities and renew membership at another time



If an individual is participating in programming or production, partially or fully, and is not an FPA member in good standing, the individual will:

1. Not be allowed to continue programming or production work
2. Notify the producer of his ineligibility to work
3. Be afforded an opportunity to immediately rectify membership status

Producers are responsible for:

1. Overseeing that crew members are trained certified FPA members
2. Using trained certified FPA members as crew personnel

FPA recommends all members keep abreast of their membership and certification status as well as keep producers and crew well-informed. The FPA Executive Director has the authority to discipline any member or producer who does not cooperate with FPA personnel regarding this policy.

### **C. Conduct & Decorum:**

1. All persons granted access to FPA's facilities shall maintain and promote an atmosphere of mutual respect and encouragement while at the facility
2. All persons granted access to FPA's facilities shall understand and comply with federal, state, and local regulations concerning gender and sexual harassment
3. Producers are responsible for the conduct and actions of their volunteer crew and guests
4. Verbal or physical abuse and disruptive and aggressive behavior of any nature that infringes on the comfort and rights of others is not tolerated and is cause for immediate eviction and suspension from using the facility
5. FPA defines abuse as: contact intended to cause feelings of intimidation, pain, injury, or other physical suffering or bodily harm; to use wrongly or improperly; to abuse one's authority; to treat in a harmful, injurious, or offensive way; to speak insultingly, harshly, and unjustly to or about; revile; malign
6. FPA personnel is authorized to solicit police assistance in response to violent, abusive, aggressive, or other threatening situations
7. Complaints regarding FPA personnel are submitted in writing to the FPA personnel's supervisor. Complaints regarding FPA supervisors are submitted in writing to the Executive Director.

### **D. Falsification:**

1. No member, producer, or volunteer may falsely represent themselves as an employee of FPA, Channel 10 (FPA), Channel 30 (WRLD), Channel 37, (Radio Fairfax), or any subsequent channels cablecast by FPA, or Fairfax Cable Access Corporation (FCAC) at any time
2. Violation of FPA's falsification policy is cause for permanent suspension from the facility
3. Utilization of the following trademarks is subject to a \$3,500 fine per instance of breach, may be punishable under the law, is subject to legal action, and is cause for

permanent suspension from the facility: FPA, Channel 10, Channel 30, Channel 37, FCAC, and any other trademarks that may be developed by FPA in the future

4. The FPA logo may be used when giving the facility on-air credit

#### **E. Children:**

1. Anyone under the age of 18-years entering the facility must either:
  - a. Be accompanied by an adult, or
  - b. Present legal identification, and an authorized parent or guardian signed consent form & guaranteeing payment form for damages that may incur while at FPA
2. The consent & guaranteeing payment form is retained on file and shall be renewed each calendar year until the minor reaches the age of 18-years
3. Production facilities may be used by members younger than the age of 18-years as long as the minor is supervised by a parent or guardian, or has the appropriate consent and guaranteeing payment forms on file
4. Corresponding members and/or guardians are responsible and accountable for minors' actions while minors are in the FPA facility or using FPA equipment to include financial recovery and facility or production suspension
5. Minors are forbidden from touching or operating any of FPA's equipment, unless:
  - a. It is in conjunction with an FPA class
  - b. The child is certified through an FPA training course to handle or operate the piece of FPA equipment
6. FPA personnel are not responsible for ensuring the safety of minors at the FPA facility or operating FPA equipment
7. Children over the age of 15-years are permitted to take classes at FPA facilities
8. Children under the age of 15-years are not permitted in the studio control rooms for television or radio production facilities, except as provided for in this manual
9. No minor child is permitted in the Master Control Suite

#### **F. Food & Drink:**

We ask all FPA producers, members, volunteers, and guests to observe the FPA facility's food and drink policy. The FPA food and drink policy does not apply to specific studio programming where food is prepared or consumed in a studio as part of the programming.

1. Food is allowed in the kitchen area or "green room"
2. Producers may arrange food for crews in the kitchen
3. No food or drink is allowed in the edit suites, dub suites, studios, control rooms, or radio production facilities
4. During special events or at FPA management's discretion, FPA may offer or approve a request to provide food to personnel, members, and/or visitors on facility premises in an area other than the kitchen or "green room"
5. Violation of this policy:
  - a. Access to facilities may be suspended, modified, or revoked

- b. Members may be fined for the replacement or repair of damage caused by food or drink
6. Food and drink policy for “cooking” shows:
  - a. Producers are responsible for cleaning-up following a cooking show
  - b. Producers are responsible for equipment or studio damages resulting from food or drink

**G. Prohibited Materials:**

1. The consumption or possession of alcohol, narcotics, controlled substances, or paraphernalia or being under the influence of those substances is strictly prohibited
2. Alcohol is permitted for use in the production of a program which calls for alcohol (i.e. a cooking, educational, or demonstration program) and with the permission of the FPA Executive Director
3. The possession of firearms, concealed weapons, fireworks, explosives, or any ultra hazardous materials is prohibited in the building, the sidewalk, and parking areas of the facility
4. Open flame and candles are prohibited in the building, the sidewalk, and parking areas of the facility
5. Use of open flame and candles may be excused by permission of FPA personnel, prearrangements with FPA personnel on duty at the time of use, and shall be used in a safe and controlled manner as part of a studio production
6. Producers are responsible for any necessary clean-up that may result from open flame or candle use
7. Smoking is prohibited inside the FPA building

**H. Trademarks:**

1. FPA owns all trademarks used by FPA including and without limitation to the trademarks, service marks, and logos of the following:
  - a. Fairfax Public Access, FPA, Fairfax Cable Access Corporation (FCAC), Access America, Channel 10 (FPA), Channel 30 (WRLD), Fairfax International Channel, Channel 37 (Radio Fairfax), and
  - b. Any subsequent channels cablecast by Fairfax Public Access, and
  - c. All related logos, names, program titles, and/or likeness
2. No one may use any FPA trademark without prior written approval from the FPA’s Executive Director
3. The FPA logo may be used when giving the facility on-air credit

**I. Indemnification:**

1. All users shall hold harmless, indemnify and defend FPA, its directors, and FPA personnel from any and all liability, claims, and/or costs including all reasonable attorney fees arising out of any claim or cause of action asserting that programming is libelous, slanderous, obscene, unlawful, or illegal, or infringes on any intellectual property rights including copyrights and/or trademarks, or is an invasion of privacy
2. Producers certify this indemnification when a Program Request Form is submitted

**J. Check Writing Policy:**

1. FPA accepts personal checks
2. Individuals are responsible for all fees, bank charges, and other associated financial obligations incurred by FPA for a returned check for any reason
3. Individuals owing money to FPA are not considered members in good standing and lose all rights and privileges afforded to members in good standing
4. Members owing money to FPA are subject to check-writing privileges suspension until debts are paid in full or a payment plan is established with the Executive Director

**K. First-Time Users:**

1. A first-time user is any person who is producing programming, television or radio, for air and is in his/her first 6th month season
2. FPA complies with the Administration Agreement with Cox Communications of Northern Virginia, and Verizon Virginia, Inc.:
  - a. FPA seeks to maximize the diversity of expression on the Public Access channels on a non-discriminatory basis
  - b. FPA acknowledges it may need to consider such steps as granting priority to first-time users, equitably rationing "prime time" slots among prospective users, and limiting series of programming for some programmers to permit an equitable use of available time periods by other programmers
  - c. FPA does not impose any unreasonable fees to Fairfax County residents or any Members
  - d. FPA does not unnecessarily restrict access and use of FPA production facilities to members seeking to use FPA's production facilities or to place programming on public access channels during its regular hours of operation
3. If an existing program renews or schedules additional timeslots using a different director, crew, or title but retains the same subject or a similar format, that show shall not be eligible for consideration as a new show but will be treated as a continuation of the existing show

**L. Disciplinary Action:**

1. If disciplinary action is taken against a member, a member may choose to respond to the action by filing an objection with the FPA Executive Director
2. Objections are member-initiated and member-created
3. Objections shall detail the incident, the actions taken, and present any evidence or witness statements to support member's claim
4. The Executive Director shall investigate the incident within ten business days and subsequently provide the member with a decision
5. Further escalation of the objection or the FPA Executive Director's decision shall be made to the Vice President for Internal Affairs of the FPA Board of Directors whereupon an internal investigation will commence and a final decision and plan of action will be rendered

**M. Blanket Violation Statement:**

Violation of any FPA policy or local, state, or federal law is cause for disciplinary action, which may include and is not limited to suspension or revocation of member rights, fee

assessment, fine assessment, denied full or partial access to equipment and/or facility, loss of privileges afforded to members, report of action to the proper authorities/police, or other disciplinary action.

Examples of potential fine structures that may be imposed on violations:

1. A fine of up to \$500 may be imposed for a first violation
2. A fine of up to \$1,000 may be imposed for a second violation
3. A fine of up to \$3,500, plus any legal costs incurred by FPA, may be imposed for a third violation

The above fines are in addition to reimbursing all costs incurred for equipment damage or technical failure, liquidated damages, legal proceedings (including, but not limited to, filing fees, related expenses, court reporters' transcription fees, collections, and attorney's fees as well as other obligations) and other fees and costs that may be assessed against the member.

#### **IV. EQUIPMENT AND FACILITIES USE, AND LICENSING AGREEMENT:**

Any member must be properly certified by FPA in order to use FPA equipment or facilities. Further, any producer requesting the use of FPA equipment must be properly certified and must provide FPA with his or her address of legal residence. Any producer using FPA equipment or facilities will sign a written agreement under which the producer agrees to pay for the costs of replacement or repair of FPA facilities or equipment that is damaged. Any person who misuses or abuses any FPA facility or equipment agrees to pay for the costs of replacement or repair. This shall include FPA's expenses and losses, legal proceedings, and attorney fees as well as other obligations.

FPA's principal financial support comes from the local cable television service providers, Cox Communications of Northern Virginia, and Verizon Virginia, Inc. FPA's growth and demand for increased services and facilities have necessitated the need for additional streams of revenue. It has always been FPA's goal to keep access affordable, therefore our fees are nominal. Member fees for residents of Fairfax County are the same as those for non-county residents. FPA accepts cash, check, Visa, or MasterCard payments for all fees. FPA also charges fees for certain services including personnel productions. These fees may be adjusted from time to time as determined by the FPA Board of Directors.

##### **A. Equipment and Facility General Information:**

1. FPA facilities and equipment are reserved and scheduled:
  - a. On a production-by-production basis
  - b. Upon Executive Director's approval of a Program Proposal
  - c. By active producers in good standing
2. FPA facilities and equipment are used:
  - a. On a production-by-production basis
  - b. Upon Executive Director's approval of a Program Proposal
  - c. By certified members in good standing
  - d. At your own risk
3. FPA facilities and equipment available for reservation:
  - a. Studio
  - b. Control room
  - c. Field production equipment
  - d. Editing and dubbing suites
  - e. Audio production equipment
  - f. Audio production suite
  - g. FPA facility conference rooms
4. Producer Presence During Studio & Field Productions
  - a. Producers must be physically present at their studio and field productions at least 90% of the time within any six months period. Exceptions in rare cases for reasons of verifiable illness, other medical conditions, military service, etc. al. be granted by the executive director.

## **B. Using FPA Equipment and Facility:**

1. To use FPA facilities or equipment, producers and guests must sign persons and equipment in and out at the Equipment Room
2. All members, producers, and guests shall observe:
  - a. The time limits placed on the use of FPA facilities and equipment
  - b. The capacity limits placed on each room and studio, e.g., 6-persons in a radio studio
3. Studio telephones are available for local calls only; long distance charges are the responsibility of the producer and require FPA Executive Director approval
4. Equipment shall be used within a 50-mile radius of the FPA facility unless a waiver has been specifically granted by the FPA Executive Director
5. Producers may delegate the operation of equipment to certified crew members, but will maintain responsibility for that operation at all times.
6. Producers, crew members and guests are not permitted to touch any equipment on the engineering rack
7. Hours of facility usage and scheduling of production equipment and facilities is expected to be commensurate with program output
8. Producers who excessively use FPA facilities without commensurate product output shall be subject to appropriate sanctions by FPA personnel
9. Damages:
  - a. FPA is not responsible for and does not replace free-of-charge damaged tapes, DVDs, and other electronic media, which may be caused by FPA equipment
  - b. Free replacement of damaged tapes, DVDs, and other electronic media by FPA is assessed on a case-by-case basis
  - c. FPA is not responsible for the loss of tapes when tapes are checked-out of the media library for use by producers or other users
10. Individuals are not permitted to use studio computers to:
  - a. "Surf the Internet"
  - b. Download music, software, and applications
  - c. To install any programs of any kind
  - d. To view pornography

## **C. Electronic Field Production (EFP) Equipment:**

Electronic Field Production (EFP) refers to portable video cameras, VTR's, audio equipment, lighting, tripods, video switchers, and accessories that allow footage to be shot on-location. Only a producer in good standing with an approved program proposal on file or a student enrolled in an FPA Field class may schedule EFP reservations.

1. The equipment will be released only to a member certified in the equipment's use or a student enrolled in an FPA Field class
2. Reservations are made in 1-hour increments up to the number of hours FPA is scheduled to be open on any given business day
3. Equipment must be returned to FPA by the end of FPA business hours each day
4. An approved waiver is required to checkout equipment overnight

**D. Returning FPA Equipment:**

FPA property not returned within a 24-hour period without a signed waiver for any reason is subject to being reported to law enforcement authorities as stolen property.

**E. Usage Priority List:**

1. FPA facilities and equipment are made available and scheduled on the basis of priority
2. Priority for scheduling FPA facilities and equipment is given to:
  - a. Training and internal personnel
  - b. Established programs
  - c. Live programming
  - d. Taped time sensitive programming
  - e. First-time users and producers

**F. Equipment Configurations:**

FPA cannot sufficiently emphasize how complex and detailed the equipment configurations are at the FPA facilities. Rewiring and changing equipment requires precise placement and tuning. Users may not alter equipment configurations or attach other equipment to FPA property without permission and supervision of the Engineering Department. This includes installing or downloading programs to FPA computers. Violation of this policy is cause for disciplinary action, which may include immediate suspension from the facility.

**G. Care of FPA Facilities & Equipment:**

1. Equipment inspection:
  - a. Producers inspect all equipment at the time of equipment sign-out/checkout
  - b. Producers inspect all equipment prior to editing
  - c. Producers acknowledge that equipment is in working order
2. At the conclusion of equipment or facility use, the producer leaves the studio in a clean and debris-free order, removes trash, and returns all equipment to its default setting
3. The Equipment Room personnel inspects equipment upon its return
4. Members may observe equipment inspection
5. Members who have “signed-out” field equipment or equipment used at the FPA facility are responsible for equipment well-being for the duration of the sign-out
6. FPA equipment that is carried via public transportation including and not limited to airliners, buses, trains, or ships shall be retained by the member as carry-on luggage
7. The Equipment Sign-Out Sheet shall include the following statements:
  - a. I hereby accept the following equipment on loan from Fairfax Public Access
  - b. I have personally checked this equipment, together with an employee of Fairfax Public Access, and it is in satisfactory condition
  - c. I realize I am responsible for the cost and/or replacement of any parts of and/or equipment of Fairfax Public Access that is damaged, misused, or stolen while under my care, custody, and/or control for the entire length of the loan
  - d. I also agree to return all borrowed equipment by the prescribed time



- e. Any violation of the above will result in restriction of privileges and/or suspension from Fairfax Public Access, as stated in the Fairfax Public Access Operations Manual

## **H. Equipment Problems and Technical Failures:**

The personnel of FPA rely on the production equipment as much as our producers rely on them. Therefore, all users are required, and obligated, to report problems or technical failures encountered with FPA equipment.

1. Encountering equipment problems or technical failures:
  - a. FPA members shall request the assistance of FPA personnel immediately
  - b. If the FPA personnel is unable to repair the equipment and put the equipment back into operation, the FPA personnel:
    - i. Completes an electronic maintenance request
    - ii. Obtains member's contact information if member desires to receive notification when the equipment becomes operational
2. Cause of equipment problem or technical failure:
  - a. Damage to FPA facilities or equipment is classified as one of the following:
    - i. Normal wear-and-tear
    - ii. Accidental damage
    - iii. Careless use / user-error
    - iv. Deliberate damage
  - b. Costs incurred for equipment damage or technical failure:
    - i. FPA shall bear the cost of repair and replacement of equipment damage or technical failure caused by normal wear-and-tear
    - ii. If it is determined the equipment problem or technical failure is due to normal wear and tear, the member will receive a refund of any fees charged to the member for use, repair, or replacement of the equipment
    - iii. The member shall bear the total costs for or associated with repair, labor, replacement, and/or legal costs incurred by FPA for the damaged equipment or technical failure caused by accidental damage, careless use / user error, or deliberate damage
    - iv. Total costs for or associated with damaged equipment or technical failure include and are not limited to costs:
      1. Of the repairs
      2. For replacement
      3. Associated with liquidated damages
      4. For FPA's expenses and losses
      5. For the replacement value for equipment
      6. For legal proceedings, including but not limited to filing fees, related expenses, court reporters' transcription fees, collections, and attorneys' fees as well as other obligations
  - c. The FPA Executive Director will suspend the privileges of any user responsible for the damage until all monetary assessments filed against the member or guest are cleared

## **I. Edit and Dubbing Suites:**

1. General:
  - a. Reservations for edit and dubbing suites are requested by certified producers in good standing with an approved program proposal on file or by an FPA student enrolled in a class
  - b. Edit and dubbing suites may be scheduled together but shall not be scheduled concurrently with other reservations
  - c. Edit and dubbing suite reservations are scheduled in 1-hour increments for up to a 3-hour block. Only one 3-hour block of time may be reserved M-F from 7-10pm for the linear edit suite. Additional blocks needed in that time frame will only be allowed on a “walk-in” basis, depending on availability
  - d. Canceling an edit or dubbing suite reservation requires a 3-hour advanced notice
2. Edit suites:
  - a. Edit suites are for editing or reviewing tapes
  - b. Edit suites are reserved between the hours of 12:00 noon - 10:00 pm weekdays and 8:00 am - 8:00 pm on weekends
  - c. If edit suites are not reserved and are unoccupied and available, certified producers may use them on a first-come-first-served basis in 1-hour increments with verification and approval from the Equipment Room personnel
3. Dubbing suites:
  - a. The fee for all FPA members is \$2.00 per hour
  - b. Producers supply tapes and DVDs
  - c. Producers are responsible for monitoring dubbing and duplication
  - d. The dubbing suites support the following formats:
    - i. 3/4" SP
    - ii. DVCPPro
    - iii. VHS
    - iv. DVD
    - v. Mini DV
    - vi. DV-playback only
    - vii. DV CAM-playback only

## **J. Computer Kiosk:**

Computer kiosks at FPA may be used during operating hours on a first-come-first-served basis. FPA provides wireless Internet access to all members throughout the facilities. Internet use is limited to 45-minutes when other FPA members are waiting to use a computer kiosk. FPA computer kiosks are not to be used to access pornographic websites.

## **K. Equipment Use for Financial Gain:**

1. No programming created at FPA or using FPA equipment shall be produced for financial gain
2. Violation of this policy shall be addressed swiftly, resulting in immediate disciplinary action which may include permanent suspension from using FPA facilities

3. No programming created at FPA or using FPA equipment may be cablecast or otherwise transmitted on any other station, or through any other means, or used in part or in its entirety for the producer's or any other party's profit

**L. Equipment Use for Non-Commercial Uses:**

1. FPA facilities and equipment shall never be used to produce, create, or develop materials, programming, or content for commercial purposes or personal financial gain
2. Producers found producing, creating, or developing materials, programming, or content for commercial purposes or personal financial gain shall face disciplinary action, which may include fines and permanent membership suspension
3. The equipment sign-out sheet includes the following statements as it pertains to commercial use:
  - a. I hereby declare that I am using this equipment for the purpose of creating programming specifically for FPA
  - b. I am not using this equipment for personal financial gain or commercial purposes

**M. Licensing Agreement:**

1. If FPA facilities or equipment are used to create a program, producers assign FPA a 1-year, unlimited exclusive license for any purposes under the copyright laws for their program(s) and a non-exclusive license for any purposes under the copyright laws thereafter
2. Program license and exclusive rights:
  - a. Program copyright belongs to the producer
  - b. FPA retains exclusive license for 1-year during which time all distribution, rights to reproduction, adaptation, and performance are governed by FPA
  - c. Requests for the release of exclusive license is made in writing to the Executive Director
  - d. FPA retains the decision to provide a "blanket" release to each producer to use content during the 1-year that FPA holds exclusive rights to the content
  - e. FPA retains exclusive rights to use content provided by FPA producers and through FPA's cable partners on its cablecast channels for 1-year
  - f. After the expiration of FPA exclusivity rights, the rights transfer to the producer

**N. Releases and Clearances:**

Producers are responsible for obtaining all necessary releases, licenses, clearances, etc. in order to ensure compliance with applicable laws.

## **V. PROGRAMMING AND CONTENT POLICY:**

### **A. Programming General Policy:**

1. The use of the FPA facility is for the sole purpose of creating programming specifically for FPA
2. Producers and volunteers found working on production or programming that is not intended for FPA use shall face disciplinary action, including suspension or revocation of privileges, fines for misuse including replacement of damaged property, and any necessary legal action that could occur through a violation of federal, state, or local law
3. FPA reserves the right not to transmit any program that does not comply with the Virginia Code (1950) Annotated, local regulations, and Federal statutes on obscenity, libel, copyright infringement, and other relevant legal authorities, and FPA policies as stated in this manual
4. A description of the relevant sections of the Virginia Code (1950) Annotated is available from the FPA Director of Programming
5. Programs produced at FPA must not be put to a commercial use

### **B. Promoting a Program:**

1. It is the producers responsibility to promote individual programming
2. FPA may support programming promotion or may choose to independently promote a program and use the name and likeness of the producer in that promotion
3. Promotion spots are:
  - a. Created by the producer
  - b. Created in length of 30-seconds to 1-minute
  - c. Used at FPA's discretion, e.g., station breaks
4. Submit promotion material to Production Manager for approval

### **C. Obscenity, Libel, Slander, Defamation, and Copyright Infringement:**

1. General policy statements:
  - a. Users are responsible for complying with all federal, state, and local laws and regulations on obscenity, libel, and copyright infringement
  - b. All producers shall verify in writing that the content provided is not subject to restriction due to violation of any applicable obscenity, libel, or copyright protection
  - c. Violation of any FPA policy or local, state, or federal law for obscenity, libel, slander, defamation, or copyright infringement may result in the suspension or revocation of member rights, fine assessment, and/or access to FPA facilities
  - d. FPA reserves the right not to transmit material it deems not in compliance with FPA policies or local, state, and federal laws and regulations concerning obscenity, libel, and copyright
  - e. FPA does not provide legal advice
  - f. Program producers and his immediate family members and guests associated with a show awarding prizes, and FPA personnel are not eligible to win prizes offered through a program

2. Programming content:

- a. FPA strictly adheres to the guidance defined in Virginia Code Articles 5 & 6
- b. Program content shall not be or contain speech that is obscene as it is defined by Virginia Code Articles 5 & 6
- c. Program content considered most appropriate for a mature-audience may be aired at the discretion of the FPA Programming Director and/or FPA Executive Director during a time which children are less likely to be viewing or listening
- d. Program content shall not be commercial or slanderous
- e. Program content shall not contain advertising, calls to action, ad blocks, or any other material that contains any commercial messages
- f. Programming shall not knowingly violate any FPA policy or local, state, or federal law

3. Definition and Intent:

- a. The United States Supreme Court has defined a work to be obscene if:
  - i. An average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest
  - ii. The work depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law
  - iii. The work, taken as a whole, lacks serious literary, artistic, political, or scientific value
- b. Virginia's obscenity statute § 18.2-372:
  - i. The word "obscene" shall mean that which, considered as a whole, has as its dominant theme or purpose an appeal to the prurient interest in sex, that is, a shameful or morbid interest in nudity, sexual conduct, sexual excitement, excretory functions or products thereof or sadomasochistic abuse, and which goes substantially beyond customary limits of candor in description or representation of such matters and which, taken as a whole, does not have serious literary, artistic, political or scientific value
  - ii. Indecency: language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities
- c. It is the intent of these regulations that they be interpreted consistent with Miller vs. California, 413 U.S. 15 (1972) and other controlling precedent of the US Supreme Court, and/or other controlling courts
- d. It is the intent of these restrictions that outlawed speech or activities defined by, and interpreted consistent with, the governing precedent of the US Supreme Court and any other governing courts, including the Supreme Court of the Commonwealth of Virginia, are restricted from use or publication at FPA, or through use of its facilities
- e. It is the intent of these policies that speech is restricted no further than that permitted by applicable precedent of the US Supreme Court and other controlling courts

#### **D. Political Content:**

1. If a show is in any way a political forum, debate, or panel then a disclaimer shall be added at the beginning and the end of the program
2. The disclaimer shall read:

*The views expressed are those of the candidates and not those of the station. FPA endorses no candidate or view point, and the presentation is made as a public service in the interest of informing the electorate, and that equal opportunities have been presented to all bona fide, legally qualified candidates for the same opportunity to present their views*
3. A disclaimer shall be added to programming bicycled to FPA that is in compliance with this rule and that does not have the a disclaimer attached to the program

#### **E. Lotteries and Gambling:**

Programming may not promote or conduct a lottery, raffle, contest, or game involving prizes which are awarded in whole or in part by lot or by chance.

#### **F. Advertising:**

1. Programming shall not contain commercial advertising
2. Programming may identify underwriters who provide grants or contributions to defray the cost of programs

#### **G. Misrepresentation:**

Programming shall not contain any material that is intended to defraud the viewers or is designed to obtain money by false or fraudulent pretenses, representations, or promises.

#### **H. Pre-Cablecast Injunctions:**

1. FPA's obligation to air programming ends after the first airing
2. If an FPA member or viewers reasonably believe that a program contains obscene material, libel, slander, defamation, invasion of privacy of an identifiable person or group, or because of other specific violations that may be prescribed by FPA policy, the complainant may request in writing that subsequent cablecasting of that program be withheld
3. If a written complaint is received, subsequent cablecasting of the program may be withheld pending a review by a review committee
4. The FPA Review Committee shall be composed of:
  - a. At least a total of 3-members
  - b. At least one committee member selected from the FPA Board of Directors, one from FPA personnel, and one from among FPA members
5. If the decision to cease further cablecasting of a program is found to be just, FPA may then suspend any further cablecast of the program
6. It is the intent of this policy that this provision be interpreted consistent with *Freedman v. Maryland*, 380 U.S. 51 (1965), or other controlling precedent
7. This provision does not apply to programs that are not accepted due to noncompliance

with technical or eligibility requirements including, but not limited to, commercial use of a public access channel

**I. Program Disclaimer:**

1. A program disclaimer that states that FPA, Cox Communications of Northern Virginia, Verizon Virginia, Inc., and Fairfax County are not responsible for program content will air every hour on FPA stations, including radio
2. This disclaimer may air directly before and after a program that may be controversial in nature
3. At FPA's discretion, any program is subject to a disclaimer cablecast immediately prior to or after the program's address of record
4. A disclaimer can indicate that the views expressed are not necessarily those of FPA, and that the presentation is made as a matter of public access programming and/or any other language FPA determines is warranted

**J. Sanctions & Indemnity:**

1. FPA may impose sanctions on producers whose conduct violates FPA policy or program regulations
2. Sanctions may include fines, suspension, or revocation of membership privileges, and/or referral to appropriate legal or law enforcement authorities

## **VI. TAPING, CABLECASTING, AND SUBMITTING PROGRAMS:**

### **A. Reservations and Scheduling:**

1. Program proposals:
  - a. To produce a television or radio show at FPA, a Program Proposal Form is submitted to the Programming Department
  - b. Programming proposals:
    - i. Program proposals are submitted to the Programming Department
    - ii. Program proposals are subject to FPA Executive Director approval
  - c. Approved Program Proposals are followed by a confirmation letter sent to the producer
  - d. FPA resources are available for approved programs only
2. Scheduling or making a reservation:
  - a. Studios are reserved once a program proposal is approved
  - b. Reservations shall be made during FPA's hours of operation
  - c. FPA members call the Equipment Room personnel at 571-749-1111 to reserve on-the-air or off-the-air television or radio studio, equipment, or other areas of the facility
  - d. Information accompanying reservations include producer name, show title, and desired dates
  - e. Studio time and access to suites by all FPA members are subject to time and space availability, and FPA membership verification and status
  - f. Producers may reserve only one block of time per day, unless no other member has reserved a studio suite in advance, in which case a producer may request an additional block of time
  - g. More than one studio reservation for the same day cannot be made more than one week in advance
3. Producer Presence During Studio & Field Productions
  - a. Producers must be physically present at their studio and field production at least 90% of the time within any six months period. Exceptions in rare cases for reasons of verifiable illness, other medical condition, military service, et al. may be granted by the executive director.
4. Production studio time:
  - a. Television:
    - i. Studios are assigned to television producers
    - ii. Studios are scheduled in 3 and 4-hour block increments which include "strike" time - striking the set and cleaning
  - b. Radio:
    - i. Radio studios are assigned to radio producers
    - ii. Scheduling for the audio production suite, off-air, can be reserved through the equipment room in up to 3-hour blocks which include "strike" time
5. Confirming reservations: written or e-mail confirmations of studio, equipment, or other facility reservations are available on request



6. Canceling reservations:
  - a. FPA's cancellation policy applies to all studios, on-location and off-location / field equipment, and any other FPA facility reservation
  - b. Cancellation shall occur at least 24-hours prior to the reservation date
  - c. Emergency cancellations will be considered on a case-by-case basis
  - d. Producers call the Equipment Room at 571-749-1111 to cancel a studio, equipment, or other reserved areas of the facility
  - e. Leaving a voice mail message indicating cancellation is highly discouraged
  - f. Producers who fail to use reserved facilities for 3-consecutive reservation dates or who do not comply with the cancellation policy are subject to suspension, loss of privileges, or other disciplinary action
  - g. Failing to properly cancel a reservation as prescribed in this manual may result in disciplinary action
7. Program renewal:
  - a. Programs are renewed twice yearly
  - b. FPA notifies producers of pending program expiration no fewer than 30-days before the termination date
  - c. Renewals are made via submission of a Television Production Renewal Form
  - d. The renewal seasons are:
    - i. Season 1: January 1 - June 30
    - ii. Season 2: July 1 - December 31
  - e. Primetime radio timeslot renewal requires the producer to attend at least one Radio Guild meeting per renewal season
8. Tardiness and "No-Show":
  - a. Producers are considered "on-time" by signing-in at the equipment room within 15-minutes of the scheduled time
  - b. FPA equipment, studio reservations, and scheduled facility use will be held for 15-minutes following the scheduled time FPA has recorded in its record keeping system
  - c. All members who fail to show up for a scheduled reservation 3-times in one-season are subject to suspension, loss of privileges, loss of assigned timeslot, or other disciplinary action
  - d. A member is considered as a "no-show" when the producer or responsible-member does not sign-in at the Equipment Room within 15-minutes after the reservation start, has not indicated other intentions to FPA personnel, or has not called the Equipment Room to inform FPA personnel of being late
  - e. Radio producers shall arrive 15-minutes before the start of the show and may enter the studio 5-minutes before program start
9. Copies of schedules:
  - a. Copies of schedules for each studio and suite are posted daily in the FPA Equipment Room
  - b. Schedules are subject to change without notice
  - c. For the latest schedule information, call the Equipment Room at 571-749-1111

## **B. Production and Taping:**

1. General:
  - a. All productions shall comply with local safety codes
  - b. Examples of local safety codes are: no open fires in the studio, passage ways must be kept clear, etc
  - c. Furniture from the common areas within the FPA facility is not for production use
  - d. Programs found using furniture from the common areas within the FPA facility are subject to not being aired
2. Television: television programs are assigned to air in timeslots of 30 minute intervals
3. Radio:
  - a. Timeslots are assigned through the radio coordinator in blocks of up to 1-hour per week for Radio Fairfax, and up to 1-hour for WRLD per week
  - b. Radio producers are conferred a 1-hour timeslot with the exception of those radio shows that have been grandfathered
  - c. Producers shall play the last song of the program no later than 5-minutes before the scheduled program's end time
  - d. Producers provide music and program content for each program
  - e. Sound levels are recommended to be set to peak between -3 and 0 db
  - f. Upon completion of a radio program, producers submit a "playlist" to the Equipment Room
4. Rights to "First Air":
  - a. All programming produced for FPA must air on an FPA Channel before being broadcast or cablecast on stations other than FPA
  - b. Programs and content produced at FPA or using FPA equipment shall air first at FPA
  - c. Following initial mandatory FPA airing, programs and content produced at FPA or using FPA equipment can then be used on individual websites or disseminated through other media, so long as programs or content is not used for profit
  - d. Only with permission of the FPA Executive Director may duplications of a program be "bicycled" to and cablecast outside of FPA
  - e. Producers may request a variance in FPA's rules requiring all content produced using FPA facilities and equipment must first be cablecast on FPA channel 10, 30, or 37
  - f. Live transmission exception:
    - i. Under limited circumstances, such as in the case of a live event that is time-sensitive and cannot be duplicated, and is of significant interest to the Fairfax County community, a producer of an existing program in good standing and with an established timeslot may petition the FPA Executive Director to permit a live internet transmission of an event
    - ii. Upon the FPA Executive Director's approval, the producer may air the program via the internet using streaming video technology
    - iii. The producer must then air the program on an FPA station in their next

available established time slot and confirmed with the Programming Director prior to the event,

5. Producer supplied material:
  - a. Producers supply their own makeup
  - b. Producers supply music
6. Definitions:
  - a. Series: a program that airs continuously, consistently, and/or regularly
  - b. A special: is a single event, a single subject, or any other program that may not be turned in on a regular basis
  - c. Primetime:
    - i. 6:00 pm - 11:00 pm weekdays
    - ii. Any time on weekends
  - d. Established programs:
    - i. Weekly shows are considered established after two continuous years
    - ii. Monthly and biweekly shows are established after three continuous years

### **C. Live Programming and Cablecasting:**

1. Channel: live television shows air on Channel 10 or Channel 30
2. Live show considerations:
  - a. Anything that happens in the studio is cablecast live
  - b. There is no timed delay
  - c. An available studio does not indicate an available on-air timeslot
3. Live programming requirements:
  - a. Producers must demonstrate valid reasons for having a live show (i.e.; live phone calls, live coverage of an important event, etc.)
  - b. Producers must complete at least 3-successful live to tape/DVD programs before being considered for a live program timeslot
  - c. Live program directors shall have been a live show volunteer or seated in the control room for at least one time prior to being responsible for airing a live program
  - d. For live programs accepting on-air phone calls, audio operator must have volunteered on or sat in the control room for at least one live program
  - e. Live programs end 30-minutes before the next studio timeslot begins or 30-minutes before the station closes
  - f. Live programs are subject to cancellation if producers do not submit program tapes to the FPA Director of Programming
4. Technical guidance for live programming:
  - a. Phantom power on the audio board should be on
  - b. The return feed monitor can be used to watch the actual signal coming through the system
  - c. At the top or bottom of the hour, the MCO gives a 1-minute warning
  - d. There may be a CG page taken by Master Control at 15-seconds to the hour to

- let people know that a live show is about to air
  - e. At ten seconds to the hour, the MCO and director countdown together into the beginning of the show
  - f. The director should be in black at the start of the program
  - g. Near close, the director gives the MCO the exact out time of the program
  - h. Both the director and MCO count down the director's fade to black
5. The producer is responsible for:
- a. Any actions that occur while the live program is airing
  - b. Consulting with both FPA Operations and FPA Programming to identify an on-air timeslot
  - c. Confirming with Master Control at the soonest time possible to confirm the program is going "live"
  - d. Coordinating the precise start- and end-time of the live program with Master Control

#### **D. Post Production Studio Requirements:**

- 1. Cameras are returned to their marks
- 2. Camera cables are stowed in a "figure 8" configuration
- 3. All props are returned to their original locations
- 4. The producer and FPA personnel are responsible for inspecting the studio at the conclusion of a production and signing a Studio Checklist

#### **E. Submitting a Program to FPA:**

- 1. Single or multiple episodes may be submitted on a single tape
- 2. Tapes containing multiple episodes shall:
  - a. Meet the show-start and show-end requirements
  - b. Note the episode numbers
- 3. Submit tapes:
  - a. Using a submission form
  - b. To the FPA Director of Programming
- 4. Tapes are evaluated for technical and documentation standards
- 5. Program tapes standards:
  - a. Undamaged case
  - b. Current label
  - c. Legible label on tape cassette listing:
    - i. Program title
    - ii. Program episode number
    - iii. Producer name

#### **F. Rejected Media:**

- 1. Media is subject to rejection or cancellation when the rules, regulations, requirements, and policies of FPA or this manual are not followed
- 2. When a tape or DVD is rejected, the Equipment Room holds the media

3. FPA personnel attempts to notify the producer by telephone to discuss media rejection
4. Unclaimed or uncorrected media becomes the property of FPA

#### **G. Airing the Program:**

1. Schedules for Channel 10 and Channel 30 are revised to accommodate new programs, develop block programming, or for other reasons
2. A reasonable effort is made to notify producers of program air-time changes
3. Programming is scheduled to provide the greatest benefit to the mission of FPA and to the Fairfax County community
4. Programs may be scheduled as a special or a series
5. Timeslots:
  - a. A series program receives a regular primary timeslot
  - b. 6-episodes of a program must be produced before securing a regular bi-weekly timeslot
  - c. 2-episodes of a program must be produced before securing a regular monthly timeslot
  - d. Adjustments in timeslots are made to accommodate special events, holiday programming, block programming, changes in hours of operation, live or time sensitive shows, new producers, and for other reasons
  - e. All producers are assured at least 1-airing per approved program
  - f. Retaining timeslots:
    - i. Producers shall submit a minimum of 4-programs per month to retain a weekly timeslot
    - ii. Producers shall submit a minimum of 2-programs per month to retain a bi-weekly timeslot
    - iii. Producers shall submit a minimum of 1-program per month to retain a monthly timeslot
    - iv. If no new program is available over the course of 90-days, timeslots are reassigned
    - v. A series continues to run as long as fresh programming is submitted
  - g. Producers currently using a timeslot shall not be preempted based solely on the convenience of another producer
  - h. Using another producer's timeslot may occur if:
    - i. The producer grants permission freely
    - ii. The FPA Executive Director grants permission
    - iii. There is an articulated purpose for temporarily using that timeslot to showcase a unique event
    - iv. The event cannot be duplicated at any other time
    - v. The topic for a live event addresses a significant issue that is or will be of urgent interest to FPA members and viewers
    - vi. Holding a live production supports FPA's mission

#### **H. Requesting a Timeslot:**

1. The Director of Programming decides when and how many times a program airs
2. Producers may request a desired program timeslot
3. Requests for desired timeslots are reviewed by the Director of Programming
4. Daypart timeslots:
  - a. Daypart timeslots are granted at the Director of Programming's discretion
  - b. The Director of Programming determines in which daypart a program will re-air
  - c. Daypart timeslots are as follows:
    - i. Morning: 7:00 am- 12:30 pm
    - ii. Afternoon: 1:00 pm- 5:00 pm
    - iii. Evening: 5:30 pm- 12:00 am Midnight

#### **I. Programming Priority:**

1. Programs produced by Fairfax County residents, using FPA equipment or one's own equipment, specifically produced for airing on Channel 10 and Channel 30
2. Programs produced by a non-resident, specifically produced for airing on Channel 10 or Channel 30
3. Programs produced by Fairfax County residents or non-residents producing or sponsoring an outside program that is produced at another local public access facility
4. A resident or a non-resident sponsoring an outside program that is syndicated or distributed nationally

#### **J. Use of Completed Television Programs:**

1. Media library:
  - a. Tapes and DVDs are stored in the FPA media library
  - b. Only FPA personnel are permitted in the media library
  - c. Media from the library does not leave FPA's facilities
  - d. Master tapes may not be removed from FPA's facilities for bicycling
2. Dubbing post production tapes:
  - a. FPA requires a fee of \$25 to be charged for dubbed post-production tapes
  - b. Dubbing fees collected are made payable to FPA
  - c. VHS or DVD dubs are made by FPA upon request
3. Bicycling programs:
  - a. Bicycling guidelines apply to programs produced using FPA's equipment or facilities
  - b. Once a program has aired on FPA's channels, producers are permitted to air the program on other public access stations or use for other non-commercial purposes
  - c. Producers are responsible for making arrangements for airing programs on other stations and for any costs involved
  - d. During the 1-year period (starting on the date of first airing at FPA) producers must have written authorization from the Director of Programming to bicycle the program

- e. No authorization is needed to bicycle programs past the 1-year period starting on the date of first airing at FPA
- f. Programs supplied to other stations shall not be altered, except to meet technical standards required by other stations

**K. Pre-produced programs:**

1. Fairfax County residents and nonprofit institutions may request FPA air pre-produced programs of community interest
2. Pre-produced programs are requested to be aired at FPA through a sponsor producer:
  - a. Sponsors shall be FPA members
  - b. Either the sponsor or the producer of the program shall attend an FPA Orientation
  - c. The sponsor shall be familiar with the program that is to be aired
  - d. Requests are made to the FPA Executive Director
  - e. Contact FPA for specific pre-produced program request requirements
3. Approval:
  - a. Pre-produced programs are evaluated for approval by the FPA Executive Director
  - b. Pre-produced programs are evaluated based on FPA's programming need
  - c. Pre-produced program preference is given to local producers, to programs relating to Fairfax County, and to programs that enhance FPA's program schedule
4. Pre-produced program tapes:
  - a. Pre-produced programs shall conform to FPA rules, regulations, and policies detailed in this manual
  - b. FPA keeps at least 1-month of previously aired pre-produced programs for reference
  - c. Pre-produced program tapes and DVDs must be picked up by the sponsor or producer when notified to do so
  - d. Pre-produced program tapes or DVDs will be returned by mail if a self-addressed stamped envelope is provided to FPA
  - e. FPA is not responsible for pre-produced program tapes or DVDs lost in the mail
  - f. Programs with separate audio tracks on each channel are discouraged, as no facility exists for proper mixing of the two channels

## **VII. GRIEVANCES AND REQUESTS FOR VARIANCES & EXCEPTIONS:**

### **A. Initiating a Grievance:**

1. Grievances, requests for a variance or exceptions of FPA station policy that have not been satisfactorily addressed by the FPA Executive Director are submitted in writing to the FPA Board of Directors through the Director of Internal Affairs
2. For a grievance, variance, or exception to be processed and considered by the FPA Board of Directors, it shall contain:
  - a. Names of all persons participating in filing the grievance or request
  - b. Designation of a point-of-contact to whom the response should be directed
  - c. Current address and phone number of the point-of-contact; optional email address
  - d. A thorough description of the grievance or request
3. A grievance or request is considered presented when:
  - a. An individual submits a written grievance or request to the Director of Internal Affairs for the FPA Board of Directors containing the required information
  - b. An individual representing a group or organization submits a written grievance or request to the Director of Internal Affairs for the FPA Board of Directors containing the required information

### **B. Process:**

1. An FPA Board of Directors representative shall attempt to make initial contact with the person(s) filing the grievance or request within 10-working days to gather investigative information
2. The FPA Board of Directors shall investigate the grievance or request
3. The FPA Board of Directors shall provide the grievance or requestor's point-of-contact with its decision to:
  - a. Act upon the grievance as founded with merit, or
  - b. Dismiss the grievance without merit, or
  - c. Grant a grievance hearing

### **C. FPA Board of Directors' Action upon a Grievance is Founded with Merit:**

1. The FPA Board of Directors shall take actions to remedy the grievance
2. Actions the Board of Directors may take:
  - a. Sanction disciplinary action
  - b. Provide offender(s) with appropriate grievance history and detail including date, time, and violation description
  - c. Provide offender(s) with written notice of the FPA Board of Directors' decision
  - d. Provide offender(s) with justification for the FPA Board of Directors' decision
  - e. Provide offender(s) with information about FPA member's right to appeal

### **D. Grievance Hearing:**

1. In the event of a hearing, the FPA Board of Director's shall provide involved parties or



- designated point-of-contact with a 5-days notice of a hearing date, time, and location
2. Notice is effective after mailing the notice to the involved parties or designated point-of-contact's last known address
  3. The hearing is scheduled by the FPA Board of Directors and is typically allocated a 15-minute timeslot on the FPA Board of Directors' agenda
  4. At the hearing, each involved party is given a reasonable opportunity to respond to the grievance or charge, call witnesses, offer exhibits, and to present any relevant evidence
  5. The FPA Board of Directors retains the right to render an immediate decision or to continue the decision-making process in an executive closed session
  6. The FPA Board of Directors will issue a written decision within 5-days following the next monthly FPA Board of Directors' meeting to:
    - a. Act upon the grievance as founded with merit, or
    - b. Dismiss the grievance without merit
  7. The FPA Board of Directors shall take actions to remedy the grievance
  8. Actions the FPA Board of Directors may take:
    - a. Sanction disciplinary action
    - b. Provide offender(s) with appropriate grievance history and detail including date, time, as violation description
    - c. Provide offender(s) with written notice of the FPA Board of Director's decision
    - d. Provide offender(s) with justification for the FPA Board of Director's decision
    - e. Provide offender(s) with information about FPA member's right to appeal

**E. Appealing the FPA Board of Directors' Decision:**

FPA members have a right to appeal the FPA Board of Directors' initial decision and provide the FPA Board of Directors with additional information that may have bearing on the decision made or bring into new light information initially not included in the original grievance submission. Appeals to the FPA Board of Directors' decisions may be made in writing and submitted to the FPA Board of Directors. The appeals process follows the same process as the initial grievance submission.

**F. Failure to Follow Grievance Procedures:**

Failure to follow the grievance policies and procedures as stated herein may result in a delayed response to a grievance or appeal. A continued failure to follow grievance policies and procedures will relieve the FPA Board of Directors from any responsibility to respond to a grievance or appeal.

## **VIII. TRAINING AND CERTIFICATION:**

FPA provides a broad spectrum of classes for members to learn how to use FPA facilities and equipment responsibly and productively. Training classes are held throughout the year to aid users in receiving basic certification or for advancing technical knowledge. Upon completion of a training class, students must pass a test, complete a project, and complete volunteer work.

### **A. Certification:**

1. A complete listing of classes and certifications is available through the Training Department and on the FPA website; [www.fcac.org](http://www.fcac.org)
2. Members shall request a badge update reflecting recently gained certification
3. Certification required to reserve a studio:
  - a. Studio Package
  - b. Producer/Producer Workshop
  - c. Examination/ equivalency test

### **B. Re-certification & New Equipment Training:**

1. Refresher classes and technical proficiency tests:
  - a. Refresher classes and technical proficiency tests are:
    - i. Offered to members in good standing
    - ii. Offered by appointment through the Training Department
    - iii. Offered for the following classes: studio, field, radio, and Final Cut Pro
    - iv. Mandatory for members in good standing who wish to use FPA equipment and who have been inactive for one or more years
  - b. A member experiencing difficulty operating equipment may be required at FPA personnel's discretion to pass hands-on training or a written test, and may be required to complete additional volunteer hours with a veteran member
2. New equipment training:
  - a. When a piece of equipment is updated in the facility, certification or re-certification is required
  - b. When new equipment is installed that is not a modification of equipment currently installed, all members are required certification training for eligibility to operate that equipment
3. Re-certification:
  - a. Re-certification classes may be either free of charge or at reduced cost, at the discretion of FPA management
  - b. Three opportunities are provided to membership to attend re-certification classes
  - c. Non-attendance to one of the three initial offering of the re-certification classes results in member being required to attend a re-certification class at the cost of the class or having to take the exam being offered

## **VIX. USE WAIVERS:**

Waivers give members the opportunity to use FPA equipment and facilities during times when FPA facilities or equipment are not normally available.

### **A. General Waiver Guidelines:**

1. Producers wanting to use FPA equipment, field equipment, studios, or edit or dubbing suites at any time or in any way that varies from standard usage shall obtain an approved waiver
2. Waivers are required in order to have equipment past normal business hours, to take multiple cameras or to take equipment farther than a 50 mile radius from FPA.
3. Waivers may be granted only to members in good standing with active programs and for use on that program
4. Equipment and facilities are not released on pending or verbal waivers
5. Members holding an approved waiver to use the facility during a time when FPA resources are not normally available shall understand:
  - a. No tapes, DVDs, or other electronic media shall be sold when the Equipment Room is not open
  - b. No FPA equipment shall be distributed when the Equipment Room is not open
  - c. Technical support is not available

### **B. Waiver Request:**

1. Requests for waivers are made via a Waiver Request Form
2. Waiver requests are submitted 3-days prior to need
3. Members submit Waiver Request Forms in person
4. Details to include on a Waiver Request Form are:
  - a. Waiver start & end date and times
  - b. Name of the program for which the waiver is requested
  - c. Shooting location
  - d. Contact names and phone numbers
  - e. A description of how the equipment or facilities will be used
  - f. Date for which the expected program will air on FPA
  - g. Reasons for why the project cannot be accomplished during normal business hours of operation
  - h. Member signature
5. A Waiver Request Form is considered complete when all details requested by this manual are included on the Waiver Request Form
6. Incomplete waivers delay the waiver approval process
7. Multiple waivers are required for multiple date and time requests
8. Each waiver is reviewed independently of another

### **C. Waiver Review and Approval:**

1. Acceptance of the waiver:
  - a. The Equipment Room personnel initials the waiver, thus moving the waiver to

- a pending status
  - b. A valid credit card number is submitted as collateral for requests to take FPA equipment more than 50-miles from the FPA facility
- 2. Review of the waiver:
  - a. The review process for waivers is 2-days
  - b. Members may contact the Equipment Room to ascertain the status of a waiver decision
- 3. Waiver decision:
  - a. Approved waivers:
    - i. FPA personnel schedules the equipment or facility
    - ii. FPA personnel notifies member of waiver approval
  - b. Denied waivers:
    - i. FPA personnel notifies member of waiver denial
    - ii. Denied waiver decisions may be appealed to the FPA Executive Director

## **X. UNDERWRITING:**

Underwriting is a means by which an individual, corporation, business, or foundation provides support for a program or series of programs. Whether financial or in-kind support, this support helps producers defray the cost of producing the program. In return, FPA permits producers to thank underwriters with a brief acknowledgment at the beginning and end of a program.

FPA encourages its producers to seek underwriting within the bounds of the rules set forth in this manual. FPA reserves the right to seek underwriting for its own behalf to support the general broadcasting activities of the station. The following rules are meant to ensure FPA's production resources are not used for commercial or financial gain.

### **A. Underwriting Rules:**

1. General underwriting rules:
  - a. Producers may seek outside funding for expenses related to the production of a program(s)
  - b. Seeking outside funding is considered by FPA as soliciting underwriting support
2. Raised funding:
  - a. Funding raised using FPA's non-profit 501(c)(3) status shall be remitted to and approved by FPA
  - b. Outside support funding and monetary donations are made payable and delivered exactly to FPA
3. Acknowledgment of underwriting:
  - a. FPA provides the underwriter with a letter confirming the receipt of the donation
  - b. FPA provides a copy of FPA's IRS letter for tax deduction purposes
  - c. Underwriters can be acknowledged via an on-air announcement or message
4. Temporary restricted account:
  - a. FPA holds program support funds in a temporarily restricted account
  - b. A temporary restricted account is created for each program that has obtained funding support
  - c. The temporary restricted account is annotated with the producer's name and program title
5. Use of funding:
  - a. Underwriting donations are used to support the production of programming produced during any season in which the producer is regularly providing content for FPA
  - b. If the producer continues to provide content to FPA, underwriting funds acquired by that producer shall carry over into the next season and are applied to that producer's program, as long as that program remains active
  - c. If the producer does not provide content in the following season, or the

- program goes to inactive status, the balance of the underwriting funds is subject to be absorbed by FPA
- d. FPA shall notify the program's producer prior to transferring any funds to FPA's ownership
6. Collecting from temporary restricted account:
    - a. FPA reimburses the producer for claimed expenses upon receipt and review of expense vouchers for valid and qualified expenditures
    - b. FPA charges a 15% conduit fee that is deducted from the member's temporary restricted account to handle the accounting, processing, and distribution of reimbursement funds
    - c. Eligible reimbursement is provided to producer within 14-calendar days of approved request
    - d. An explanation is provided to the producer for any expenses not eligible for reimbursement
  7. Allowable expenses include but are not limited to:
    - a. Videotapes, DVDs, and other electronic media
    - b. Set and prop materials
    - c. Equipment rental
    - d. Dubbing fees
    - e. Promotional materials, mailing costs, or flyers
    - f. Training fees for volunteers
    - g. FPA personnel production costs
    - h. Mileage and parking (if shot "on-location" outside of the station)
    - i. Refreshments for program guests and crew
  8. "In-Kind" services or materials:
    - a. For an in-kind donation to be considered tax deductible the contribution must be donated directly to FPA rather than to the producer
    - b. Items donated directly to FPA are considered property of FPA and are made available for general use
    - c. In-kind services or materials shall be immediately documented and reported by the producer to FPA

## **B. Underwriting Announcements:**

1. General underwriting announcement policy:
  - a. On-air underwriting announcements shall conform to FCC and Public Broadcasting Service (PBS) requirements for underwriting announcements
  - b. Underwriting announcements shall be used as a means to identify underwriters and not to commercially promote underwriters
  - c. FPA follows PBS guidelines (a.k.a. the "Redbook") for underwriting and promotions
  - d. References to the Redbook guidelines can be viewed on the Internet at <http://www.pbs.org/producers/redbook/specs/underwriting.html>
2. Restrictions:
  - a. Underwriting announcements shall not include advertising, calls to action, ad

- blocks, or any other material that contains any commercial messages
  - b. Underwriting announcements shall not include price or sales information and qualitative statements such as “The good people at” or “The fine services of”
3. Guidelines for announcements:
- a. Underwriting announcements are presented visually and/or verbally at the beginning and/or end of a program
  - b. Underwriting announcements, a.k.a. as “thank you” announcements, are limited to 30-seconds
  - c. Television may air two announcements for a ½-hour program and three announcements for a 1-hour program, provided one of the announcements is at the end of the program
  - d. Radio programs may air three announcements for a 1-hour program and four announcements for a 2-hour program, provided one of the announcements is at the end of the program
4. Permissible content:
- a. Name of underwriter
  - b. Location/address/website of the underwriter's business
  - c. A phone number to call for more information
  - d. A brief, value-neutral description of a service or product line
  - e. Slogans that identify, but do not promote, the underwriter, its service, or its product line
  - f. Brand name or trade names
  - g. Musical backing

## **XI. RADIO PROGRAM PRODUCTION:**

FPA operates the radio programs heard on FPA's cable television channels, Radio Fairfax and WRLD.

*Radio Fairfax:* airs on Cox Communications of Northern Virginia and Verizon FIOS channel 37 in Fairfax County, and Comcast channel 27 in Reston, Virginia; a digital studio equipped with a Logitech digital soundboard, 3-CD player, 2-turtables, a mixer, 2-analog audio cassette tape decks, and 2-DAT tape decks

*WRLD International Radio:* airs on Cox Communications of Northern Virginia and Verizon FiOS channel 30 in Fairfax County, and Comcast channel 27 in Reston, Virginia; doubles as an audio production suite for radio and television; has an Arrakis sound board, a hybrid telephone/microphone, 2-CD players, 2-analog audio cassette tape decks, 1-DAT tape deck, and an Adobe Audition software and digital editing system

The outgoing signals are not available on a standard AM/FM radio dial. While you hear the radio program as the station's audio component, the community bulletin boards are transmitted as the visual component of the cable signal.

### **A. Certifications Required For Radio Fairfax and WRLD:**

Radio producers shall be members of FPA, in good standing, and certified in Radio Production to use Radio Fairfax or WRLD studios. Producers using the Adobe Auditions editing system in the WRLD studio shall be certified in Digital Audio Production.

### **B. Producing Radio:**

1. Producing a radio program follows the same process as producing other content using FPA's equipment and facility unless otherwise amended specifically for radio in this manual
2. The three options afforded to radio producers for radio broadcasting are:
  - a. Live shows
  - b. Pre-recorded programming to be cablecast at a later time
  - c. Pre-recorded programming produced outside of FPA to be aired by FPA at a scheduled time in the future
3. The formats for pre-recorded programs are: DAT or CD, or mp3 files at the discretion of the FPA Executive Director

### **C. Evergreen and Pre-recorded Shows:**

An "evergreen" tape is a pre-recorded show that does not mention the date or other calendar-sensitive information. This tape is aired if a producer misses a scheduled



air-time.

1. Radio producers are required to provide back-up or “evergreen” media to FPA
2. Evergreen tapes may be:
  - a. Recorded in the Audio Production Suite
  - b. A re-run of a show that was recorded live, on-air; or off-site
3. Requirements for Evergreen tapes are:
  - a. Adherence to the DAT or CD formats
  - b. Labeled show name, producer's name, date, and timeslot
  - c. Once an evergreen tape is aired, a new one must be produced
4. Airing Evergreen Tapes:
  - a. It is the producer's responsibility to be sure the evergreen program is scheduled to be aired if a known absence is going to occur
  - b. FPA personnel may or may not be available to play prerecorded tapes
  - c. The Producer may request assistance from the Director of Programming with locating a member to play the evergreen tape

#### **D. Audio Production Suite:**

1. All certified radio producers may use the Audio Production Suite to pre-record a show
2. Radio producers shall store materials in a digital folder on the assigned drive
3. Digital folders are titled with the program's name
4. Each producer may store no more than 1 GB of material on the computer
5. Deleting programming material:
  - a. FPA personnel may delete material older than 6-months
  - b. FPA personnel may delete material greater than 1 GB
  - c. FPA personnel shall extend one courtesy phone call or email to the producer prior to deletion

#### **F. Radio Guild:**

Active radio producers are automatically members of the Radio Guild. The guild meets bi-monthly to discuss ideas, concerns, equipment, and special events for the radio stations.

## **XII. TELEVISION STUDIOS:**

FPA's television studios offer multiple cameras, control rooms, lighting instruments, audio equipment, and miscellaneous props and sets for members to use. Studio A is equipped with two fixed-position sets and pre-set location lighting; Studio B allows producers to custom design their own sets and lighting; and Studio C contains a state-of-the-art virtual set, cameras, audio, and lights. Each studio has three cameras, a teleprompter, and multi-channel sound snakes. All Studio Control Rooms are equipped with character generators, audio boards, and switchers.

### **A. General Studio Information:**

1. Lighting instruments may not be transferred from one studio to another
2. If a light fails, the producer shall notify FPA personnel who will replace the bulb or lighting unit as soon as possible
3. No one may change the HVAC (air conditioning) settings in the studio without FPA personnel assistance

### **B. Studio A:**

Lights are not to be altered but can be dimmed.

### **C. Studio B:**

Lights can be altered, dimmed and additional lights may be added pending the use of the set. All lighting instruments must have double-looped security cables attached.

### **D. Studio C:**

Lights are not to be altered but can be dimmed.

### **XIII. PROGRAMMING TECHNICAL STANDARDS:**

Programming aired on any FPA channel may be produced using FPA's equipment and facility, or may be produced elsewhere. Programming shall be produced using current industry standards and accepted norms. Technical standards apply to all programming, regardless of the program's point of origin.

FPA's training programs cover the production standards. Users are required to follow these standards to facilitate transmissions of programming. FPA may reject any program that does not adhere to these standards. These standards are subject to modifications as technologies evolve.

#### **A. Television Program Tape Start Requirements:**

1. All tapes must start with 60-seconds of bars and tone at -20dbu
2. All tapes must then follow with 10-seconds of slate showing the program title, episode number, total running time, taping date, and producer's name
3. All tapes must then follow with 10-seconds of control track black, followed immediately by the program or a countdown followed by 2-seconds of black before the program starts
4. Multiple episodes may be submitted on tape as long as each episode is divided by bars and tone, slate, countdown with 2 seconds of black or 10 seconds of control track black as described in steps 1-3 above.

#### **B. Television Program DVD, Blu-ray, SD MPEG-2, HD File Start:**

1. DVDs shall not have menus
2. No header is required
3. The program recorded on the DVD must start immediately
4. Only one episode may be submitted on DVD or Blu-ray
5. Data files must be burned onto a DVD, dual-layer DVD, or Blu-ray
6. Only one file per the above format

#### **C. Television Program Tape, DVD, Blu-ray, SD MPEG-2, and HD File End:**

1. All programs produced using FPA's equipment must conclude with:
  - a. 3 to 5-seconds of a slate that credits Fairfax Public Access
  - b. The FPA credits, must include:
    - i. "Production Facilities Provided by Fairfax Public Access, Fairfax, VA"
  - c. The FPA credits, may include:
    - i. Producer's name and/or production company
    - ii. Phone number
    - iii. Street address or e-mail address
    - iv. Copyright notice and date
  - d. 20-seconds of control track black after the end of the credits (tape only)
2. FPA makes available master media of bars, tone, as well as the FPA credit slate for the

convenience of television producers

**D. Television Program Length:**

1. All 1/2-hour programs shall time out at no more than 28-minutes from the first frame to the last frame of visible video
2. All 1-hour programs shall time out at no more than 58:00 minutes from the first frame to the last frame of visible video
3. If a program is too short or too long the programming department reserves the right to pull it from the airing schedule and return it to the producer for time corrections to be made

**E. Television Program Tapes and DVDs:**

The recommended standard definition master tape format at FPA is DVCPRO 25. These tapes come in large and medium sizes and are available for sale at the equipment room in lengths of 66-minutes and 126-minutes. Producers may also submit programs on DVCam, Mini-DV, DVD and file formats, with restrictions.

Accepted Standard Definition Formats:

Format	Restrictions
DVC Pro 25	N/A
DVCam	N/A
Mini DV	SP only
DVD	No more than 9 mbps (bit vrate), no menus, color bars, slate, or countdown
SD MPEG-2 Files*	720x480, audio bit rate of at least 192kpbs, audio sampling of 48khz, and strict mux rate of 9Mbps *see below for more detail
Blu-ray Disc	Playable Blu-ray disc (currently downconverted to SD, no copy protection on disc)
HD Formats*	720p or 1080i resolution, MPEG-2 Program Stream, XDCamHD/XDCamHD422 *see below for more detail
Other	Due to the ever-changing nature of the field and future technological advances, a fluid list of accepted formats is available at <a href="http://www.fcac.org/standards">www.fcac.org/standards</a>

\* See further SD and HD format details in the chart on page 45

1. FPA recommends submitting programs on digital tape or file
2. DVDs may not produce results that are acceptable for cablecast
3. FPA reserves the right to charge a fee for DVDs that require a transfer to DVCPRO or files that require conversion to the proper format.
4. The Programming Department records programming based upon the program title

as it reads on the Program Proposal Form and episode numbering starting with “1”

5. Each episode submitted is sequentially numbered
6. Outside producers with a different numbering system can be accommodated

**F. Television Program Control Track:**

Tapes shall have:

1. Continuous control track with no breaks from head of tape to at least 20-seconds past last frame of tape
2. At least 20-seconds of black with control track at the end

**G. Television Program Material Production Standards:**

1. Programming material is produced using:
  - a. Industry standards and accepted norms
  - b. Industry best practices
2. Practices that may cause a program to be rejected: Non-linear editing systems that use overly compressed files, incorrect aspect ratios, overmodulated audio, and other technical problems.
3. FPA’s technical specifications:
  - a. A written specifications document is available at [www.fcac.org/standards](http://www.fcac.org/standards)
  - b. FPA reserves the right to reject tapes, DVDs, Blu-rays and data files that do not comply with FPA’s technical specifications document
  - c. Video submitted for cablecast complies with accepted industry standards for brightness and color levels (SMPTE RS-107A)
  - d. When measured on a waveform monitor, video luminance levels do not exceed 100 IRE
  - e. Color levels shall not be excessive
  - f. Excessive video and chroma levels cause transmission problems
  - g. Unacceptable:
    - i. Excessive noise caused by over processing or generation loss
    - ii. Macro blocks or other artifacts caused by digital compression
4. Audio:
  - a. Required test tone: -20 dBfs on digital VTRs where the top of the scale is 0 dBfs
  - b. Audio program levels shall not peak over -12 dBfs at any point in the program
  - c. Program material subject to rejection are:
    - i. Program material exhibiting over modulation or distortion, regardless of final volume level
    - ii. Program material exhibiting excessive noise due to improper mixing technique, over processing, or digital compression

**H. Television Program Tape and DVD Return:**

1. Producers should notify the Director of Programming if a program will become dated within a short period of time following its first airing
2. Tapes and DVDs may be released to the producer

3. FPA personnel will notify producers when tapes and DVDs that have aired are ready to be claimed
4. FPA is not responsible for the proper or secure storage of tapes or DVDs that are not claimed in a timely fashion
5. Unclaimed tapes and DVDs are discarded

*SD File Requirements	*HD File Requirements
All SD files must be 720x480 pixels	All HD files must be one of the following resolutions: <ul style="list-style-type: none"> <li>• 720p - 1280x720 59.94fps</li> <li>• 1080i - 1920x1080 29.97fps</li> </ul>
MPEG-2 Program Stream <ul style="list-style-type: none"> <li>• Main Profile, Main Level</li> <li>• Audio Codec: MPEG1 Layer II or Linear PCM</li> <li>• 4:2:0 chroma format</li> <li>• Closed GOP Structure (Group of Pictures) with one I-frame and four P-frames every 15 frames, using the pattern IBBPBBPBBPBBPBB. Video sequence frame before every GOP.</li> <li>• Interlaced Bottom Field First</li> <li>• Audio bit rate of 192, 256, or 384 kbps</li> <li>• Audio sampling rate of 48 kHz</li> <li>• Constant bit rate</li> <li>• Strict maximum program mux rate of 9Mbps for video, audio &amp; overhead</li> </ul>	The following HD formats are accepted: <i>Note - <b>Bold</b> formats are native to the playout system, and will require less transcoding time to be available on the playout system. Use of these formats is recommended when possible.</i>
	<b>MPEG-2 Program Stream</b> <ul style="list-style-type: none"> <li>• MP2 or PCM Audio</li> <li>• I Frame Only or Long GOP</li> <li>• Fixed GOP Structure</li> <li>• Max of 2 B-frames within GOP</li> <li>• Closed GOP recommended</li> <li>• .MPG or .MPEG file extension</li> </ul>
	<b>XDCamHD/XDCamHD422</b> <ul style="list-style-type: none"> <li>• PCM Audio</li> <li>• .MXF file extension</li> </ul>
	Apple ProRes/ProRes 422
	Avid DNxHD
	QuickTime
	H.264 MPEG-4 <ul style="list-style-type: none"> <li>• High Profile/HiP or greater</li> </ul>

#### **XIV. TERMS & CONDITIONS**

All persons using FPA facilities or who submit material for carriage on FPA's facilities agree to the following:

You and FPA agree as follows:

1. FPA shall, at its option, allow you and persons designated by you, to enter the facilities of FPA, use equipment and materials belonging to FPA, or have program materials transmitted over the facilities of FPA (including, but not limited to, carriage of program materials over radio, TV or data communications systems), all of which is sometimes called, either separately or collectively, "the facilities of FPA."
2. You warrant to FPA that you have read the latest edition of the FPA Operations Manual, and you agree to all the terms and conditions described in that document.
3. You warrant to FPA that you have, or before using the facilities of FPA you will have, obtained prior permission through appropriately executed licenses, all of which you assign to FPA, to use any copyrightable material, any personality rights, any photographic rights, talent, materials, location and other rights necessary to permit the use of the same on, in, or at the facilities of FPA.
4. You warrant to FPA that you shall include in all materials adequate copyright notices for material and matter used or produced, in whole or in part, at the facilities of FPA.
5. All productions at FPA, including the creation of any material that is or could be subject to copyright protection that is produced at the facilities of FPA shall be subject to an exclusive license. You warrant that FPA shall have an exclusive license to use such material from the date hereof (or the date of creation thereof, whichever is later) to a time which is one- year following the date of the first performance or carriage of the same at the facilities of FPA (whichever is later), but in no event shall the exclusive license period exceed 21-years from the date of this agreement. Following the period of the exclusive license, FPA shall, until 21-years from the date of this agreement, have a non-exclusive license to use such material. Use of the material shall include, but not be limited to, the rights to perform, copy, adapt, distribute, and sell the material (or any part thereof).
6. In the event that you should fail to provide FPA with copyrights or similar rights required by the provisions of this agreement, you agree to pay FPA for all of its attorney's fees and costs associated with the enforcement of this agreement in addition to any all damages suffered by FPA in connection therewith. Further, you agree to indemnify and hold FPA, its employees, officers, and directors, harmless from all such claims associated therewith.
7. At no time during the period of the exclusive license to FPA shall you permit, cause, or allow any materials created, produced, or transmitted at the facilities of FPA to be sold, used commercially, or used in any other public performance without the express written permission of FPA.
8. In the event that you (or any person acting under your direction or control) should breach any provision of this agreement, you agree to pay FPA damages. The damages that may be sustained include the loss of use of FPA's facilities as well as potential claims that involving administrative expenses as well as expenses attendant to FPA's qualification as a tax-exempt organization pursuant to 26 USC 501. The dollar amount of such damages is difficult to determine, and you agree that such

damages should be liquidated according to the following formula. You shall pay FPA liquidated damages at the rate of \$3,500 per one-half hour of time (or fraction thereof) that you have used the FPA facilities, in violation of the provisions of this agreement. The liquidated damage limitation shall not apply in those instances where FPA can establish, by a preponderance of the evidence, that the damages sustained by a breach of the provisions of paragraphs 5 or 6 have created a greater amount of damages.

9. You agree to execute and do all acts which shall be reasonably required by FPA to effectuate the purposes herein, including, if requested, execution of documents, including those relating to ownership of copyright, assignment of license, and registration of copyright. You will, upon any reasonable request of FPA, do, execute or cause to be done or executed all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the requirements herein, including the requirements intended so to be done as the same shall reasonably be required.
10. You agree that FPA maintains all rights in its trademarks which include without limitation FPA, the FPA logo, Channel 10, Channel 37, Channel 30, Fairfax Public Access, and any other trademarks which may be developed in the future. You will not utilize those trademarks in any fashion without the express written consent of FPA. You will pay to FPA liquidated damages of \$3,500 for each instance of breach, plus costs and attorneys fees. This provision shall not prevent FPA from additionally seeking and obtaining any equitable (including injunctive) relief.
11. You understand and agree that FPA may make public access channel(s) available to residents of the County on a nondiscriminatory basis, free of charge. Charges for equipment, personnel, and production of public access programming shall be reasonable and consist with the goal of affording users a low-cost means of access. You understand and agree that FPA may require media to be in a standard format compatible with FPA's playback facilities, and that FPA may adopt operating rules for the use of public access channels. You understand and agree that the following is required under the provisions of contracts between FPA and Cox Communications of Northern Virginia and Verizon Virginia, Inc.: FPA shall comply with any lawful standards or requirements for Public Access channels set forth in § 9-7-4 of the Fairfax County Code, as the same may be amended from time, and in Cox Communications of Northern Virginia and Verizon Virginia, Inc. Franchises, in FPA's maintenance and administration of such channels and performance of this Agreement: Fairfax County § 9-7-4 prohibits the carriage of: Any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office); lottery information; and obscene or indecent matter. You agree not to do anything that would violate the obligations of FPA in that regard. You understand and agree that FPA may adopt rules providing for nondiscriminatory access or rules that favor first-time users, and that FPA may permit public inspection of records of the names and address of all persons or groups requesting access time, all persons whose programming is transmitted by FPA on any Public Access Channel, all applicants seeking to use FPA's production facilities, or all producers using FPA's production facilities.
12. You understand and agree that FPA may adopt procedures that grant priority to first-time users, equitably rationing "prime time" slots among prospective users, and limit series of programming for some programmers to permit an equitable use of



available time periods by other programmers. You understand and agree that FPA may impose any reasonable costs on Fairfax County residents seeking to use FPA's production facilities or to place programming on Public Access channels, and that FPA may impose costs on any other basis on other persons. You understand and agree that FPA may take reasonable measures to maximize the use of the FPA facilities by residents of Fairfax County, the cities and towns within its external boundaries and the City of Falls Church.

13. You understand and agree that FPA may deny access to FPA's production facilities to persons who do not have the production skills required for operating production equipment. You will not permit any person who does not have the required skills to use or operate production equipment. However, FPA will provide opportunities for users to learn these skills through training workshops.
14. You certify that any programming to be transmitted on the Public Access channels does not contain obscenity, and you understand and agree that no program and/or presentations shall be transmitted or permitted to be transmitted on the Public Access channels which has obscene content or otherwise violates any applicable law.
15. You agree to defend, indemnify and hold Cox Communications of Northern Virginia and Verizon Virginia, Inc., FPA and their officers, directors and employees harmless from any and all liability or injury (including costs and attorneys' fees) arising from or in connection with claims for failure to comply with any applicable laws, rules or regulations of local, state or federal authorities; for claims of obscenity, libel, slander, invasion of privacy, violation of rights of publicity, copyright infringement or for unauthorized use of any trademark, trade name or trade secret; for breach of contractual obligations owing to third parties and for any other injury or damage in law or equity, which claims result from your use of the FPA facilities including the use of Public Access channels.
16. All provisions of this document are intended to be severable, and this instrument constitutes the final, entire, and exclusive agreement between the parties, which is governed by Virginia law, and abiding upon and inures to the benefit of the parties, their successors, heirs, legatees and assignees.
17. In the event that any provision of this Terms and Conditions section should conflict with any other provision of the FPA's Programming and Operations Policies and Procedures Manual, the provisions of this Terms and Conditions shall prevail.
18. Specific reference is made to sections B & C of Exhibit A of the FPA/Cox Cable Administration Agreement, June 1998:
  - a. "B. FPA shall seek to maximize the diversity of expression on the Public Access channels on a non-discriminatory basis, reflecting a diversity of views, opinions and expressions. In order to achieve this standard, FPA acknowledges that it may need to consider such steps as granting priority to first-time users, equitably rationing 'prime time' slots among prospective users, and limiting series of programming for some programmers to permit an equitable use of available time periods by other programmers.."
  - b. "C. FPA shall comply with any lawful standards or requirements for Public Access channels set forth in § 9-7-4 of the Fairfax County Code, as the same may be amended from time to time, and in Cox Cable Franchises, in FPA's maintenance and administration of such channels and performance of this Agreement.
19. FPA shall also comply with any lawful standards established from time to times

under Federal and state law including, but not limited to, regulation's of the federal Communications Commission, in its maintenance and administration of these Public Access channels.

