



## **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.

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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 staff 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:**

*“Our mission is to provide quality and engaging community television, radio, education, and cable-casting services and to encourage the participation and involvement of our community.”*

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, SCHOLARSHIP RECIPIENT, OR FIRST-TIME USER:**

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. If you are a member of FPA in good standing, who is an inhabitant of Fairfax County or the cities of Fairfax or Falls Church, 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.

\*The terms "member" and "membership," as used in this manual do not confer membership as defined in the Fairfax Cable Access Corporation (d/b/a Fairfax Public Access) Articles of Incorporation or Bylaws

- **An FPA Producer** is an FPA member in good standing who is certified in one of the following core classes: Radio Production 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 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.
- **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 by contacting the Training Dept. Submit completed forms to our Executive Director.

- **First-Time Users:**

1. A first-time user is any person who is producing programming, television or radio, for air and is in their 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

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

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

This manual provides the current programming and operating policies and procedures governing the use of FPA television and radio production, cablecasting 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 and renewing members upon proof of age and residency and completion of membership application and payment of annual fee
3. Membership identification badges indicate membership status and are updated as necessary
4. Members and guests are required to sign in
5. Under no circumstances are badges to be altered or changed by FPA members
6. Badges are for FPA internal use only and are not to be used as press passes or to imply employment at FPA
7. Unofficial FPA badges are not to be made or used
8. There is no charge to the member for trading old badges for revised badges that reflect expiration date changes

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

FPA staff retain the right to verify membership status at anytime. FPA staff may check badges or access membership records electronically. When any member has not paid full dues on the due date thereof, they may no longer be considered in good standing and loses all rights and privileges afforded to members in good standing. If an individual's FPA membership is expired, two options are available:

1. Immediate renewal of membership with help from the Equipment Room staff
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 their ineligibility to work
3. Be afforded an opportunity to immediately rectify membership status

Producers are responsible for overseeing that crew members are trained certified FPA members when using station facilities and/or equipment

**C. Children:**

1. All minors who are not FPA members must be accompanied and supervised by an adult
2. Minors are forbidden from touching or operating any of FPA's equipment including computers, 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
3. FPA staff are not responsible for ensuring the safety of minors at the FPA facility or operating FPA equipment
4. Minors age 15 or older are permitted to become members of FPA and attend our courses pending approval of a consent form. This consent form is retained on file.
5. Minors age 12-18 are permitted to enroll in our teen summer camps pending approval of a consent form. This form is retained on file.
6. Due to legal and liability issues, a minor under the age of 18 cannot be a producer of record on a program. The minor child's parent or legal guardian must become the producer of record by signing the legal contract producers must sign before being granted a program at FPA. Please see Director of Programming or Executive Director for further details

**D. Payment Policy:**

1. FPA accepts personal checks, cash, and credit cards
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 may be denied access to FPA facilities and equipment
4. Members owing money to FPA, due to a returned check, are subject to check-writing privileges suspension until debts are paid in full or a payment plan is established with the Executive Director

**E. Food & Drink:**

We ask all FPA members and guests to observe the FPA facility's food and drink policy.

1. Food is allowed in the break room or green room
2. Producers may arrange food for crews in the break room
3. No food or drink is allowed in the edit suites, dub suites, 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 staff, members, and/or visitors on facility premises in an area other than the break room and green room. These facilities must be reserved
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 equipment and other items damaged 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

**F. 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 Executive Director, the Director of Production or assignees
3. The possession of firearms, concealed weapons, fireworks, explosives, or any ultra hazardous materials is prohibited in the building
4. Use of open flame is prohibited in the building, except when used as part of a cooking show and with the permission of Equipment Room staff on duty at that time
5. Producers are responsible for any necessary cleanup that may result from open flame use
6. Smoking is prohibited inside the FPA building

**G. Falsification:**

1. No member, producer, or volunteer may falsely represent themselves as an employee of FPA, Channel 10 (FPA), Channel 30 (WRLD), Channel 36 (SPIRIT), 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 36, 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

**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, Fairfax Public Access Channel 10, FPA Channel 10, International Cable 30, Spiritual TV 36, 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 staff 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. 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 staff is authorized to solicit police assistance in response to violent, abusive, aggressive, or other threatening situations
7. Complaints regarding FPA staff are submitted in writing to the FPA staff member's supervisor. Complaints regarding FPA supervisors are submitted in writing to the Executive Director

#### **K. 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 will detail the incident, the actions taken, and present any evidence or witness statements to support member's claim
4. The Executive Director will investigate the incident and subsequently provide the member with a decision
5. A member dissatisfied with the FPA Executive Director's decision may appeal that decision to either the President or the Director for Internal Affairs of the FPA Board of Directors, who may determine that additional investigation should be undertaken, and the President, Director for Internal Affairs and/or the Board will render a final decision

#### **L. 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.

Any 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. 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/or 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. Certification required to reserve a studio:
  - a. TV studio reservations require the Producer's Workshop course certification along with an active program proposal
  - b. Radio studio reservations require the Radio Production course certification along with an active program proposal. Producers using the Adobe Audition editing system in the WRLD studio must be certified in Adobe Audition Fundamental
  - c. The studios can also be reserved by members with an active program that have passed the equivalent proficiency test
  - d. Exemption: Students currently attending the appropriate equipment training course may also reserve the studios under "Student Time" for practice purposes
3. Certification required to reserve computer labs and field equipment:
  - a. Editing and field reservations require certified TV Producers with an active program proposal who have taken the appropriate course or equivalent proficiency test
  - b. The computer labs and equipment can be used by members that have passed the appropriate course or the equivalent proficiency test and are volunteering on an active program
    - i. Note: These reservations must be made by a Producer with an active program proposal
  - c. Exemption: Students currently attending the appropriate equipment training course may also reserve the computer labs and equipment under "Student Time" for practice purposes

##### **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 at a cost
    - iii. Offered for the following classes: studio, field, radio, and video editing courses
    - iv. Mandatory re-certification may be required for renewed members in good standing who wish to use FPA equipment who have been inactive for one or more years. This is done on a case-by-case basis by the Director of Training. Determinations are based on equipment or policy

changes during a member's inactive period and/or their skill levels upon their return

- b. A member experiencing continuous difficulty operating equipment may be required at FPA staff's discretion to complete additional hands-on training or a test(s), and may be required to complete additional volunteer hours
2. New equipment training:
    - a. When a piece of equipment is updated in the facility, certification or re-certification training may be required
    - b. When new equipment is installed that is not a modification or update to a piece of equipment currently installed, all members are required to undergo training to become certified to operate the new equipment
  3. Re-certification:
    - a. Re-certification classes on new or updated equipment may be either free of charge or at reduced cost, at the discretion of management
    - b. Various opportunities are provided to members to attend the scheduled re-certification classes
    - c. Non-attendance to one of the initial re-certification classes results in the member being required to attend and pay for the next appropriate training class or the appropriate proficiency test

### **C. Student Behavior Policies**

Our mission to provide quality and engaging education to our members guides all decisions relating to these policies. In conjunction with the general Conduct & Decorum policies, in order for our instructors to teach effectively and for members to learn properly, a safe and orderly environment must be present. Members, staff and instructors all share the responsibility for maintaining a positive educational environment. Behavior that hinders the educational environment is prohibited.

1. General Student Guidelines:
  - a. Students, staff and instructors have a responsibility to treat everyone with understanding, dignity, and respect.
  - b. Instructors have the authority to guide classroom discussions and to set reasonable limits on the manner in which students' express opinions.
  - c. Students who fail to adhere to such reasonable limits shall be subject to disciplinary action.
  - d. FPA is dedicated to offer our services to all that are interested and aims to provide reasonable accommodations to members that may have physical or mental disabilities. Although such members may be diagnosed with disabilities and eligible for accommodations under the Rehabilitation Act/ADA, they are held to the same standards of conduct and behavior.
2. Disruptive Behavior and Conduct:
  - a. Disruption, as applied to our educational setting, means verbal and other behavior in the classroom that a reasonable instructor judges as interfering with normal educational function.
    - i. Examples include, but are not limited to: Constantly late, speaking persistently without being recognized, persistently interrupting other

speakers, verbal and other behavior that distracts the class from the subject, intimidation, physical threats, harassing behavior, personal insults, intrusive questioning or violation of personal space, refusal to comply with staff or instructors' directions, and excessively delaying the instructor upon dismissal of class.

3. Response to Disruptive Behavior(s):
  - a. If a student is disruptive or interfering with the educational functions in any way, prior to the start of class, during or after, then the instructor and/or staff shall ask the student to stop the disruptive behavior and shall warn the student that such behavior will lead to disciplinary action.
  - b. If the student does not stop, the instructor is authorized to exclude the student from continuing to participate.
  - c. Upon any disruptive behavior incident in which the student did not comply after receiving a verbal warning, instructor(s) and staff are directed to notify the Training Department and provide (in writing) an account of the event.
  
4. Resolution Procedures:
  - a. The Director of Training will investigate the incident and subsequently provide the student with a decision.
  - b. Resolutions to minor policy violations may result in a student permitted to resume the class upon the condition that he/she abides by the terms of our policies. However, any missed training time cannot be made-up, and it is the student's responsibility to complete all related class assignments. Upon completion of the course the final instructor grade, the successful completion of the course assignment(s) and the final review by the Training Department will determine whether a student successfully completed all requirements to approve their class certification.
  - c. Serious conduct and behavior violations may lead to disciplinary action being taken which permanently removes a student from the class. Such a decision will result in the student receiving a failing grade and void any refund requests.
  - d. Serious violations may further lead to additional disciplinary action, including restrictions of member privileges or suspension of their FPA membership.
  - e. All resolutions that result in disciplinary action shall be done in writing and shall be included in the member's FPA file.

## **V. FACILITIES / EQUIPMENT USE AND RECORDING:**

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. Members will sign a written agreement under which they agree to pay for the costs of replacement or repair of damages due to misuse or abuse of FPA equipment or facilities. This shall include FPA's expenses and losses, legal proceedings, and attorney fees as well as other possible obligations.

### **A. Equipment Use for Commercial or Financial Gain:**

1. FPA facilities and equipment shall never be used to produce, create, or develop materials, programming, or content for commercial purposes
2. No programming created at FPA or using FPA equipment shall be produced for financial gain
3. Members found producing, creating, or developing materials, programming, or content for commercial purposes or personal financial gain shall face disciplinary action, which may include fines, suspension from using FPA facilities and permanent membership suspension
4. No programming created at FPA or using FPA equipment may be used in part or in its entirety for the producer's or any other party's profit
5. 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

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

1. FPA facilities and equipment are reserved and scheduled and used:
  - a. Upon Executive Director's approval of a Program Proposal by an active producer in good standing or
  - b. By an active member in good standing currently attending the appropriate training or
  - c. By certified members in good standing volunteering on an approved program and
  - d. At your own risk
2. FPA facilities and equipment available for reservation:
  - a. TV studios and control rooms A, B, and C
  - b. Field production equipment
  - c. Editing and dubbing suites
  - d. Audio production equipment
  - e. Radio production studio
  - f. Conference room and classroom 1

### **C. Television Studios:**

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.

1. Studio A & C: Lights are not to be altered but can be dimmed
2. Studio B: Specific lights can be altered; all lights can be dimmed, and additional lights may be added. All lighting instruments must have double-looped security cables attached

**D. 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 suite reservations are scheduled in 1-hour increments
  - c. Edit and dubbing suites are for editing, dubbing or reviewing shows airing on FPA channels
2. Dubbing suites:
  - a. Producers supply their own electronic media
  - b. Producers are responsible for monitoring dubbing and duplication

**E. 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.

**F. Equipment Configurations:**

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.

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.

Although staff does preliminary checks of equipment prior to usage, the producer should also engage in preliminary checks of any equipment or software they intend on using for their shows with enough lead time given to staff if technical assistance or Engineering intervention is needed.

**G. 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 and/or checked out at FPA ~~thirty minutes~~ **1 hour** prior to close
4. An approved waiver is required to checkout equipment for more than 72 hours
5. An approved waiver is required for field equipment used outside of a 50-mile radius of the FPA facility unless a waiver has been specifically granted by the FPA Executive Director

## **H. Waivers:**

Producers who want to use facilities or field equipment in any way that varies from standard usage must obtain an approved waiver.

### **1. General Waiver Guidelines:**

- a. Waivers may be granted only to producers in good standing with active programs and for use on that program
- b. Equipment and facilities are not released on pending waivers
- c. Producers seeking a waiver for equipment they are not certified on, must submit the name of a certified volunteer(s) who will operate the equipment
- d. For a detailed list of when a waiver is required please see [fcac.org/waivers](http://fcac.org/waivers)

### **2. Waiver Request:**

- a. Requests for waivers are made via a Waiver Request Form either sent to the producer when requested via email, or supplied in person
- b. Producers are encouraged to submit waiver requests as soon as possible to increase the likelihood of facilities and equipment availability
- c. Members submit Waiver Request Forms in person or through the electronic request form
- d. Multiple waivers are required for multiple date and time requests
- e. To see all information needed to submit a studio or field waiver please see [fcac.org/waivers](http://fcac.org/waivers)

### **3. Waiver Review:**

- a. Approved waivers: Staff schedules the equipment or facility and sends the producer an email confirmation
- b. Denied waivers: Staff notifies the producer of waiver denial

## **I. Returning FPA Equipment:**

FPA property not returned within a 24-hour period of the reservation return time is subject to being reported to law enforcement authorities as stolen property.

## **J. 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: are subject to Director of Programming and Executive Director approval

- c. Approved Program Proposals are followed by a confirmation letter sent to the producer
    - d. With the exception of students practicing, FPA resources are available for approved programs only
  2. 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 or Radio Production Renewal Form
    - d. The renewal seasons are:
      - i. Season 1: January 1 - June 30
      - ii. Season 2: July 1 - December 31
  3. 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 3-hour blocks which include "strike" time
  4. Scheduling or making a reservation:
    - a. Facilities and equipment may be reserved once a program proposal is approved
    - b. Reservations shall be made during FPA's hours of operation
    - c. FPA members can call the Equipment Room staff at 571-749-1111 to reserve television or radio studios, equipment, or other areas of the facility
    - d. If booking for practice time as a student, information accompanying the reservation includes the student's name and desired dates and times.
    - e. If booking as a producer for their show, information accompanying the reservation includes their show name and desired dates and times.
    - f. Studio time and access to the facilities by all FPA members are subject to time and space availability
    - g. Producers may reserve only one block of studio time per day. However, within one week prior to the reservation, if the block before or after is available, producers may reserve either available block as well.
    - h. To book back to back studio reservation blocks more than a week in advance, producers may fill out a waiver. Please see section VIII for more information.
  5. Confirming reservations: Reservation confirmations are e-mailed upon booking
  6. Tardiness and "No-Show" Policy:
    - a. A producer is considered as a "no-show" when they do not arrive within 15-minutes after the reservation start, has not indicated other intentions to staff, or has not called the Equipment Room to inform staff of being late. Therefore, reservations will be held for 15-minutes past the booking start time. After that, the producer will be marked as a "no-show" and the booking will be made available to other producers
    - b. Producers who fail to show up for a scheduled reservation 3-times in one-season

are subject to loss of privileges, loss of assigned timeslot, or other disciplinary action

- c. Live radio producers are encouraged to arrive 15-minutes before the start of the show and may enter the studio 5-minutes before program start
7. Canceling reservations:
  - a. Producers call the Equipment Room at 571-749-1111 to cancel their reservation
  - b. Leaving a voicemail message indicating cancellation is highly discouraged
  - c. If producers fail to cancel, they will be marked as a “no-show”
8. 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 month period.
  - b. If a producer is unable to attend their studio or field production, the producer must contact the Equipment Room staff and give staff the name of another certified producer, who will oversee the production.
  - c. If a producer is going to miss more than 10% of their productions, during any six month period, the producer must receive prior permission from the Executive Director, who may possibly grant a waiver in rare cases for reasons of verifiable illness, other medical conditions, military service, et al.
9. Schedule Information:
  - a. Schedules are subject to change without notice
  - b. For the latest schedule information and facility availability, members can call the Equipment Room at 571-749-1111

#### **K. Production and Recording:**

1. General:
  - a. All productions shall comply with fire and safety codes
  - b. Furniture from the common areas within the FPA facility is not for production use
  - c. Programs found using furniture from the common areas within the FPA facility are subject to not being aired
2. Producer supplied material:
  - a. Producers supply their own makeup
  - b. Producers supply music or licensed stock music provided by FPA
  - c. Producers supply their own recording storage device(s) for their program

#### **L. Using FPA Equipment and Facilities:**

1. To use FPA facilities everyone must sign in
2. To use FPA equipment, members must sign equipment in and out at the Equipment Room
3. 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
4. Producers may delegate the operation of equipment to certified crew members
5. Producers, crew members and guests are not permitted to touch equipment bordered in red tape on the engineering rack or otherwise labeled for staff use only
6. Hours of facility usage and scheduling of production equipment and facilities is expected to be commensurate with program output
7. Producers who excessively use FPA facilities without commensurate program output shall

- be subject to appropriate sanctions by FPA staff
8. Damages:
    - a. FPA is not responsible for and does not replace damaged electronic media, which may be caused by using FPA equipment
    - b. Free replacement of damaged electronic media caused by FPA equipment is assessed on a case-by-case basis
    - c. FPA is not responsible for the loss of masters that are checked-out of the media library for use by producers or other users
  9. Individuals are not permitted to use FPA or other computers or any FPA network (including public Wi-Fi) to:
    - a. Download copyrighted music, video, or other files without permission of the copyright holder.
    - b. To install any applications or software of any kind onto an FPA computer.
    - c. To perpetrate or engage in any form of fraud, hacking, or piracy.
    - d. To view pornography or sexually explicit materials
    - e. To violate any local, state or federal law.

#### **M. Care of FPA Equipment & Facilities:**

1. Equipment inspection:
  - a. Members inspect all equipment at the time of equipment sign-out/checkout
  - b. Members acknowledge that equipment is in working order
2. At the conclusion of equipment or facility use, the member leaves the studio in a clean and debris-free order, removes trash, and returns all equipment to its default setting
3. Upon conclusion of studio productions:
  - a. Cameras are returned to their marks
  - b. Camera cables are stowed in a figure 8 configuration
  - c. All props are returned to their original locations
  - d. The producer with FPA staff are responsible for inspecting the studio at the conclusion of a production
4. The Equipment Room staff inspects equipment upon its return
5. Members may observe equipment inspection
6. 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
7. FPA equipment that is carried via public transportation such as including and not limited to airliners, buses and, trains, or boats shall be retained by the member as carry-on luggage whenever possible
8. 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 FPA Operations Manual

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

The staff 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 staff immediately
  - b. If the FPA staff is unable to repair the equipment and put the equipment back into operation, the FPA staff:
    - 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. 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
    - iii. 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 equipment and facility usage privileges of any user responsible for the damage until all monetary assessments filed against the member are cleared
  - d. Members deliberately or repeatedly carelessly damaging equipment may be subject to disciplinary action including suspension of equipment use privileges or membership

## **VI. 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 requires its producers seeking underwriting to comply with the rules set forth in this manual. FPA reserves the right to seek underwriting for its own benefit to support the general 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 shall be remitted to and approved by FPA
  - b. Outside support funding and monetary donations shall be made payable and delivered directly 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 as described in the section entitled UNDERWRITING ANNOUNCEMENTS below
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 transferred to 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 the producer after approval of the 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, SSD cards 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 staff 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. FPA has the right to accept or reject the donation
  - 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
  - b. Underwriting announcements, a.k.a. as “thank you” announcements, are limited to 60-seconds each
  - c. Television programs may air two announcements for a ½-hour program and three announcements for a 1-hour program, provided, that in either case, one of the announcements is near the beginning of the program and one near 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, that in either case, one of the announcements is near the beginning of the program and one near 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

### **C. Adherence to FPA Contractual Obligations**

All underwriting must strictly adhere and conform to the rules regarding such, as required under FPA contractual agreements below:

### **D. Verizon Administration Agreement, Section 1,(c):**

[Fairfax Cable Access Corporation (FCAC) (d/b/a Fairfax Public Access)] FCAC agrees that it, and its directors, employees, representatives or agents shall use any and all cable television channels designated and provided by [Verizon Virginia, Inc.] (VZ) for public access use under this Agreement, and any property, facilities and equipment presently owned or used by it for cable public access purposes or hereafter received by FCAC including any financial support or payments from VZ, or directly from the County solely for cable public access purposes. FCAC shall not use or allow to be used any cable television channel, financial support, property, facilities and equipment provided under this Agreement or any Cable Fund Assets for any purposes that would compete with VZ in its cable television business **or for any commercial, private, or non-public purposes. Notwithstanding the foregoing sentence, FCAC shall have the right to seek sponsorship payments and support for any public access channels it**

***operates in accordance with the standards applicable to noncommercial educational television broadcast stations consistent with 47 CFR Sect. 73.621 and the funding eligibility standards of the Public Broadcasting Service, and the United States Internal Revenue Code and related interpretive Treasury Regulations. FCAC expressly acknowledges that it may not place commercial advertisements on its public access channels, or infomercials or pay-per-view programming or lease such channels to others for any purposes.***

## **VII. LICENSING AGREEMENT & RIGHTS TO “FIRST AIR”:**

### **A. Licensing Agreement:**

1. If FPA facilities or equipment are used to create a program, producers assign FPA a one year, unlimited exclusive license for any purposes under the copyright laws for their program(s) and a non-exclusive license in perpetuity for any purposes
2. Program episode license and exclusive rights:
  - a. Program copyright belongs to the producer
  - b. FPA retains exclusive license for one 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 one year that FPA holds exclusive rights to the content
  - e. FPA retains exclusive rights to use content provided by FPA producers through its cablecast channels for one year
  - f. After the expiration of FPA exclusivity rights, rights transfer to the producer, except for the non-exclusive rights granted to FPA

### **B. Rights to “First Air”:**

1. All programming content produced using FPA equipment or facilities must air on an FPA Channel first before being broadcast or cablecast on stations other than FPA, streamed online, or through other media sources
2. 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, as long as programs or content is not used for profit
3. Only with permission of the Director of Programming, the Executive Director or their assignees may duplications of a program be distributed to and cablecast outside of FPA
4. Producers may request a variance in FPA’s rules requiring all content produced using FPA facilities and equipment must first be cablecast on FPA channels 10, 30, 36 or 37
5. Live transmission exception:
  - a. Under limited circumstances, such as in the case of a live event that is time-sensitive and cannot be duplicated the producer of an existing program in good standing and with a current timeslot may petition the Director of Programming, the Executive Director or their assignees to permit a live internet transmission of an event
  - b. The producer must then air the program on an FPA channel in their next available current time slot and confirmed with the Programming Director prior to the event

## **VIII. PROGRAMMING, CONTENT, SUBMISSIONS, AND CABLECASTING:**

**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 with FPA equipment on a production or program 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 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 Director of Programming
5. Programs produced at FPA must not be used for commercial use or financial gain

**B. Obscenity, Defamation, Copyright Infringement, Libel, Slander, Invasion of Privacy, Rights of Publicity, Trademarks, and Other Content:**

1. General policy statements:
  - a. Producers are responsible for complying with all federal, state, and local laws and regulations on obscenity
  - b. All producers shall verify in writing that the content provided is not subject to restriction due to violation of any applicable obscenity law-
  - c. Violation of any FPA policy or local, state, or federal law regarding obscenity-may result in the suspension or revocation of member rights, fine assessment, and/or access to FPA facilities and report of such violation to law enforcement
  - 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
  - e. Producers 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, defamation, invasion of privacy, violation of rights of publicity, copyright infringement or for unauthorized use of any trademark, trade name or trade secret; for each of contractual obligations owing to third parties and for any other injury or damage in law or equity, which claims result from use of the FPA facilities including the use of Public Access channels.
  - f. FPA does not provide legal advice
2. Programming content:
  - a. FPA strictly adheres to the guidance defined in the Code of Virginia
  - b. Program content shall not be or contain speech that is obscene as it is defined by the Code of Virginia
  - c. Program content considered most appropriate for a mature-audience may be aired at the discretion of the Director of Programming and/or the Executive

- Director at a time during which children are less likely to be viewing or listening
- d. Program content shall not contain advertising, calls to action, ad blocks, or any other material that contains any commercial messages

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: Virginia Code § 18.2-372: 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
- c. The Federal Communications Commission defines Indecency: as 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
- d. 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
- e. 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
- f. It is the intent of these policies that speech is restricted no further than that permitted by applicable precedent of the US Supreme Court or other controlling courts

**C. Releases and Clearances:**

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

**D. 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 in exchange for monetary or other payment.

**E. 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.

**F. Program Disclaimer:**

A program disclaimer that states FPA is not responsible for a program's content will air on FPA channels. The disclaimer should 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 verbiage that is determined by FPA.

**G. 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. The Director of Programming determines in which timeslot a program will re-air

**H. Airing the Program:**

1. Schedules for Channels 10, 30 and 36 may be 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
4. Programs may be scheduled as a special or a series
5. Timeslots:
  - a. A series program receives a regular primary timeslot
  - b. Timeslot requirements are made available to producers by contacting the Programming Department
  - c. 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
  - d. All producers are assured at least 1-airing per approved program
  - e. Retaining timeslots:
    - i. Producers shall submit content according to the timeslot they have secured per Programming Department policy
    - ii. If no new program is available over the course of 90-days, timeslots may be reassigned or removed as deemed fit by the Director of Programming
    - iii. A series continues to run as long as fresh programming is submitted
  - f. Producers currently using a timeslot shall not be preempted based solely on the convenience of another producer

**I. Television Timeslots:**

Television programs are assigned to air in timeslots of 28 minute intervals or more and can air in varying frequencies as secured by the producer according to Programming Department policy

1. Program Airing Frequency Definitions:

- a. Series: a program that airs continuously, consistently, and/or regularly
- b. A special: a single event, a single subject, or any other program that may not be turned in on a regular basis
- c. Primetime: airings that occur 6:00 pm - 11:00 pm weekdays
- d. Please see the Programming Department for specific details regarding television and radio timeslots and airing frequencies

**J. Programming Priority:**

1. Programming priority is designated in order of the following program origins listed below:
  - a. FPA Programming: Programs that use FPA production or post-production equipment or facilities
  - b. Local Programming: Programming that does not use FPA equipment or facilities but is produced in Fairfax County
  - c. Sponsor Programming: Programs that are made in other counties or states that are presented by a local sponsor, who serves as the program's contact
  - d. Outside Programming: Programs that do not use FPA equipment or facilities that are made outside Fairfax County

**K. Pre-produced programs:**

1. FPA members may request FPA air pre-produced programs
2. Pre-produced programs are requested to be aired at FPA through a sponsor producer:
  - a. Sponsors must be FPA members
  - b. FPA recommends either the sponsor or the producer of the program should attend an FPA Orientation
  - c. The sponsor shall be familiar with the program that is to be aired
  - d. Requests are made to the Director of Programming, the Executive Director or their assignees
  - e. Contact FPA for specific pre-produced program request requirements
3. 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 one month of previously aired pre-produced programs for reference
  - c. Pre-produced program media must be picked up by the sponsor or producer when notified to do so
  - d. Pre-produced program media will be returned by mail if a self-addressed stamped envelope is provided to FPA or FPA may bill the producer for shipping costs associated with returning media
  - e. FPA is not responsible for pre-produced program media lost in the mail

**L. Live Programming and Cablecasting:**

1. Channel: live television shows air on Channels 10, 30, or 36
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
  - d. A grace period of 30 minutes prior to live cablecast should be given to staff if technical issues are experienced.
3. Live programming requirements for television programs:
- a. Approvals for live program timeslots may be given on a case by case basis contingent upon factors determined by the Director of Programming and the Executive Director
  - b. Producers must have been turning in shows for their current time slot for at least 6 months – 1 year, with no missed airings
  - c. Producers must submit a request in writing to the Director of Programming prior to being considered for a live timeslot
  - d. Producers must complete at least 3 successful live to tape programs before being considered for a live program timeslot
  - e. FPA staff will observe at least one live to tape production in order to make sure the producer is ready to have a live show granted to them
  - f. Live technical directors shall have been a live show volunteer and successfully volunteered for at least three times on a live-to-tape program
  - g. For live programs accepting on-air phone calls, audio operators must have successfully volunteered for at least three live programs
  - h. Live programs end 30 minutes before the next studio timeslot begins or 30 minutes before the station closes
  - i. Live programs are subject to cancellation if producers do not submit recorded programs to the Director of Programming
  - j. Live programs are subject to cancellation if the crew or producers are unable to successfully complete a live production independently (with little to no staff assistance).
4. The producer is responsible for:
- a. Any actions that occur while the live program is airing
  - b. Consulting with Operations, Engineering, and Programming to identify an on-air timeslot and open studio booking
  - c. Confirming with Master Control at the soonest time possible to confirm the program is going “live” either via intercom with Master Control or via the return monitor in the control room
  - d. Coordinating the precise start- and end-time of the live program with Master Control and/or Programming staff

**M. Promoting a Program:**

- 1. It is the producer’s 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 used at FPA’s discretion, e.g., station breaks
- 4. Submit promotion material to the Production Department or the Programming Department for approval

**N. Use of Completed Television Programs:**

1. Media library:
  - a. Physical media is stored in the media library
  - b. Only staff are permitted in the media library
  - c. Media from the library does not leave FPA's facilities, without the producer's signature
2. Dubbing post production tapes:
  - a. FPA requires a fee determined by the Programming Department to be charged for dubbed post-production media
  - b. Dubbing fees collected are made payable to FPA
  - c. Dubs are made in various formats by FPA upon request. Please see the Programming Department for more details
3. Distributing programs:
  - a. Distribution guidelines apply to programs produced using FPA's equipment or facilities
  - b. Once a program has aired on FPA's channels, during the one year period (starting on the date of first airing at FPA), producers are permitted to air the program on other public access stations or use for other non-commercial purposes with written authorization by the Director of Programming, the Executive Director or their assignees.
  - c. Producers are responsible for making arrangements for airing programs on other stations and for any costs involved
  - d. No authorization is needed to distribute programs past the one year period starting on the date of first airing at FPA
  - e. Programs supplied to other stations shall not be altered, except to meet technical standards required by other stations

**O. Television Program Media 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. Media may be released to the producer
3. Staff will notify producers when media that have aired are ready to be claimed
4. FPA is not responsible for the proper or secure storage of media that is not claimed in a timely fashion
5. Unclaimed media are discarded

**P. Rejected Recorded Media:**

1. Recorded media is subject to rejection or cancellation when the rules, regulations, requirements, and policies of FPA or this manual are not followed
2. When recorded media is rejected, the Programming Department notifies the producer
3. Unclaimed or uncorrected recorded media becomes the property of FPA

## **IX. PROGRAMMING TECHNICAL STANDARDS:**

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 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

### **B. 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 media that does 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

**C. Television Program Media:**

The recommended standard definition media format at FPA is DVCPRO 25. The recommended high definition media format is SSD. Producers may also submit programs on DVCam, Mini-DV, DVD and file formats, with restrictions.

**D. Remote Contribution of Media to FPA:**

FPA accepts remote contribution of submitted programs via the determined methods relayed at that time. Producers are responsible for following all current technical standards and station procedures when submitting program content off-location. Please note that internet speeds outside of FPA are not guaranteed or monitored by FPA and may increase the amount of time it may take a producer to submit their content.

Technical Specifications Documents:

Accepted Formats:

Format	Restrictions
DVCPRO SD Tape	DVCPRO25 and DVCPRO50 accepted
DVCam Tape	N/A
Mini DV Tape	SP only
DVD	Playable DVD disc. No menus, color bars, slate, or countdown. No copy-protection.
Blu-ray Disc	Playable Blu-ray disc. No menus, color bars, slate or countdown. No copy-protection.
SD Files*	Submitted on data DVD, or via Member Airdrop. See below for data file requirements
HD Files*	Submitted on data DVD, or via Member Airdrop. See below for data file requirements
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>

Data File Requirements:

<p>All files must be one of the following resolutions / framerates</p> <ul style="list-style-type: none"><li>• 480i SD - 720x480 29.97fps</li><li>• 720p HD - 1280x720 59.94fps</li><li>• 1080i HD - 1920x1080 29.97fps</li></ul>
<p>The following formats are accepted:</p> <p><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.</i></p> <p><i>Use of these formats is recommended when possible.</i></p>
<p><b>MPEG-2 Program Stream</b> (HD or SD)</p> <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>
<p><b>XDCamHD/XDCamHD422</b> (HD)</p> <ul style="list-style-type: none"><li>• PCM Audio</li><li>• .MXF file extension</li></ul>
<p>Apple ProRes/ProRes 422 (HD)</p>
<p>Avid DNxHD (HD)</p>
<p>H.264 MPEG-4 AVC (HD or SD)</p> <ul style="list-style-type: none"><li>• High Profile/HiP or greater required for HD</li><li>• Main Profile/MP or greater required for SD</li></ul>

1. FPA recommends submitting programs as a file
2. DVDs may not produce results that are acceptable for cablecast
3. FPA reserves the right to charge a fee for media that requires a 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 may be accommodated

**E. 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

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

1. DVDs and blurays shall not have menus
2. No header is required
3. The program recorded on the disc 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

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

1. All programs produced using FPA's equipment and/or facilities 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"
  - d. The FPA credits, may include any other relevant information the producer deems necessary
  - e. 20-seconds of control track black after the end of the credits (tape only)
2. The FPA logo is available from the Equipment Room staff for television producers who want to incorporate it into their credits

**H. 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

## **X. RADIO PROGRAM PRODUCTION:**

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

### **A. Producing Radio Programs:**

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 two options afforded to radio producers for radio broadcasting are:
  - a. Live shows
  - b. Pre-recorded programming to be cablecast at a later time
3. Pre-recorded programs can be submitted as digital audio files at the discretion of the Director of Programming or their assignees
4. Radio:
  - a. Radio timeslots are assigned through the Director of Programming in blocks of up to 1-hour per week for Radio Fairfax and WRLD subject to change as determined by the Director of Programming
  - 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. To keep FPA compliant with copyright law upon completion of a radio program, producers must submit their playlist to the Programming Department using the current mandated playlist options in use

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

An "evergreen" show is a pre-recorded show that does not mention the date or other calendar-sensitive information. This evergreen show 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 shows 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 shows are:
  - a. Adherence to the digital audio formats
  - b. Labeled show name, producer's name, date, and timeslot
4. Airing evergreen shows: It is the producer's responsibility to be sure the evergreen show is scheduled to be aired if a known absence is going to occur

### **C. Audio Production Suite:**

1. All certified radio producers may use the Audio Production Suite to pre-record a show
2. Radio producers may store materials in a digital folder on the shared member data drive
3. Digital folders are titled with the program's name or the producer's name

4. Each producer may store no more than 50GB of material on the computer
5. Deleting programming material:
  - a. Staff may delete material older than 6-months
  - b. Staff may delete material greater than 50GB
  - c. Staff shall extend one courtesy phone call or email to the producer prior to deletion, unless the producer is no longer a member

**D. Radio Guild:**

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

The purpose of the Radio Fairfax Show Producers Guild (hereafter referred to as the Radio Guild) is to provide its members the opportunity to meet and discuss matters related to FPA's cable radio activities. The Radio Guild may function as an advisory group to the FPA board of directors and staff. The Guild has its own independent charter, and cannot make FPA policy or impose rules related to radio producers' shows. The Radio Guild may make its own internal rules, in accordance with its charter.

## **XI. 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). Following the period of the exclusive license, FPA shall, in perpetuity 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, Channel 36, 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 attorney's 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 to 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. FPA shall also comply with any lawful standards established from time to times under Federal and state law including, but not limited to, regulations of the federal Communications Commission, in its maintenance and administration of these Public Access channels.
19. Electronic signatures via email, file attachments, facsimile, or other forms of electronic communication shall serve as a qualified signature, and you acknowledge that these alternative forms of written consent will be considered legally binding.
20. Master copies of programs shall become property of FPA and may be disposed of, or used for other purposes, if you do not claim these copies after reasonable attempts have been made to contact you by FPA personnel within a 90 day period. As such, it is the responsibility of the producer to provide FPA with current and up to date contact information, including but not limited to, address of legal residence, phone number/s, email, and/or any point of contacts the producer wishes to include.