



Public Access - Policies and Procedures

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I. INTRODUCTION

A. ORCA Media Mission Statement

The mission of ORCA Media is to promote participation in local government, community and organizations through the use of telecommunications technology. ORCA Media provides free video production, training and distribution services to citizens and organizations in the towns served by ORCA Media and is dedicated to the principles of free speech, content neutrality, localism, civic engagement and tolerance of diverse opinions and perspectives.

B. The Basics

ORCA Media is a nonprofit community media and technology center located in downtown Montpelier, Vermont. ORCA Media operates three cable channels (channel 15, 16 and 17 on Comcast in the Montpelier and Randolph region), and provides equipment and facility rentals and channel time to any ORCA Media user, for any noncommercial purpose, free of charge.

ORCA Media members can sign out digital video cameras, microphones, monitors, video lights and many other field production tools and can reserve time in our fully-equipped 3-camera studio and/or our digital editing suites, featuring the latest video/audio editing, graphics and compositing software. ORCA Media also offers a series of introductory workshops focusing on specific video tools and techniques as well as hands-on, one-on-one training.

This document details the policies and procedures by which ORCA Media operates. Below are a few basic concepts to keep in mind.

- Eligibility for ORCA Media membership is based on local residency (see section II.A).
- ORCA Media's production and post-production facilities are to be used for the production of noncommercial content, exclusively (see section V.A.1).
- All content created using ORCA Media equipment and/or facilities must be intended for (and submitted for) playout on ORCA Media channel 15 (see section III.B) and must include an approved ORCA Media credit (see section V.C).
- ORCA Media does not pre-screen, censor or edit content submitted for playout on ORCA Media channel 15, though some content restrictions apply (see section V.A for details).

C. ORCA Media User Code of Conduct

As an ORCA Media user, you agree to each item on the following list of user responsibilities

- Take full responsibility for the content of any programming that you

distribute on ORCA Media channels.

- Take full responsibility for your production, including the behavior of your crew and guests.
- Comply with these Policies and Procedures.
- Treat ORCA Media equipment and facilities with respect and care, both inside and outside of the ORCA Media facility.
- Use ORCA Media equipment and facilities only in support of productions you intend to distribute on ORCA Media channels.
- Respect the rights of others to use ORCA Media resources.
- Make and cancel reservations in a timely manner.
- Treat ORCA Media staff with courtesy.
- Maintain up-to-date contact information.

Failure to comply with any of the above identified responsibilities, or any other responsibility identified in the ORCA Media Policies and Procedures may result in sanctions, termination of membership or any and all such other action as permitted by law against the ORCA Media user.

II. ELIGIBILITY

A. Training, Equipment and Facilities

Public access training, equipment and facilities will be made available on a nondiscriminatory basis to any person who is a resident or who works/volunteers in the areas served by ORCA Media, including the towns of Montpelier, Waterbury, Middlesex, Worcester, Calais, East Montpelier, Berlin, Moretown, Duxbury, Randolph, Bethel, Rochester and Braintree. (Residents of other cities and towns in a different service territory may be served by another community media center that provides similar services.) Eligible individuals must provide a valid photo ID as well as a current residential/business address (within one of the towns listed above – P.O. boxes are not acceptable validating addresses) and a working phone number. If the person is a minor (under 18 years of age), then his/her parent/guardian's ID and signed authorization is required.

ORCA Media provides a wide variety of digital video production and post-production equipment to eligible users. Use of some of ORCA Media's equipment and facilities may require additional certification beyond the ORCA Media orientation and membership process (see section IV.C).

Basic, intermediate and advanced training in digital video production and post-production tools and techniques is available to any certified ORCA Media user. Training at ORCA Media is done through a combination of workshops, tutorials, one-on-one sessions with ORCA Media staff, and individual hands-on work. ORCA Media strives to customize training efforts to best meet the needs and goals of individual users.

B. Channel Time

Public access cable channel time shall be made available free of charge to any eligible ORCA Media member. The procedures for submitting a program for play-out on a ORCA Media cable channel and scheduling priorities are presented in Section V.

C. Nondiscrimination

No person will be denied training, equipment, facilities or channel time on the basis of race, sex, age, physical or mental disability, national origin, citizenship status, religious or political belief or affiliation, sexual orientation, gender identity and expression, marital status, status with regard to public assistance, status as a disabled veteran and/or veteran of the Vietnam Era or any other characteristic protected by federal, state or local law, or the nature of a user's programming interest. (Note: some programming restrictions may apply. See section V.A, Restricted Content, for programming guidelines.)

D. Right to Refuse Service

ORCA Media reserves the right to refuse access to ORCA Media facilities to any person whose actions do not adhere to these policies and procedures. ORCA Media staff reserves the right to ask anyone to leave the facility if he/she is behaving in a way that adversely affects facility operation or unreasonably interferes with another access user's ability to use the facilities. Proof of eligibility and/or basic equipment competency may be required at any time. ORCA Media may refuse to air any program or provide any service if proof of eligibility, satisfactory to ORCA Media, cannot be provided.

III. CONTENT CREATION/DISTRIBUTION

A. Ownership/Copyright

ORCA Media public access producers retain ownership of all video content that they produce with ORCA Media equipment and facilities. Anyone who uses ORCA Media equipment and facilities in the production of video content agrees to grant ORCA Media the non-exclusive right to cablecast the content on ORCA Media channels and to use the content for noncommercial, promotional purposes (see section III.B).

ORCA Media producers agree to include an ORCA Media credit in any content that is produced using ORCA Media facilities or equipment (see section V.C).

ORCA Media producers will indemnify and hold ORCA Media harmless for all content produced.

ORCA Media producers are required to sign an agreement related to each of these items (ORCA Media Statement of Compliance) before production begins.

1. Nontraditional Copyright Licenses

ORCA Media encourages producers to amend the rights to their property under traditional copyright laws in a manner that is consistent with ORCA Media's mission of public or universal access to content. ORCA Media encourages producers to use organizations such as Creative Commons, which provides, at no cost to the producer, public copyright licenses for content produced with ORCA Media resources. These licenses permit some rights to be reserved by the producer while allowing greater public access to the content. With a Creative Commons or such similar license, ORCA Media producers retain copyright but allow people to copy and distribute their work according to a set of conditions determined by the producer of the work. Since ORCA Media resources are reserved specifically for noncommercial purposes and primarily for sharing content with the surrounding community, we believe licenses similar to the model created by Creative Commons help promote access to important information through expanded distribution of locally created content. Please search the Internet for more information on public access to intellectual property. A good starting point is the Creative Commons website found at creativecommons.org.

B. Intention/First Use

Use of ORCA Media equipment and facilities is contingent on the content's being intended for cablecast on an ORCA Media cable channel. In general, such programs may not be used for commercial purposes or the solicitation of funds (See section V.A.1-2). Completed video content produced with ORCA Media equipment or facilities must be cablecast at least once on an ORCA Media channel. After submitting content for playout on ORCA Media channels, producers are free to distribute their own content as they see fit, as long as the content is submitted to ORCA Media for playout prior to other noncommercial distribution methods (e.g., other PEG channels, the Web, film festivals, etc.).

C. Payment for Labor/Production Costs

An ORCA Media access user may be contracted by a third party individual or organization for labor and/or production costs associated with ORCA Media content, provided that the ORCA Media user submits a Third Party Agreement to ORCA Media prior to receiving any payment for labor and/or production costs. The agreement must be signed by the third party and warrant that the third party understands that:

- 1) Content produced with ORCA Media equipment and/or facilities will be cablecast on an ORCA Media channel and may not be used by the third party, or any other person or entity, for commercial purposes, and may not be used for fundraising purposes without prior written approval of the ORCA Media Board of Directors.

- 2) ORCA Media equipment and facilities are available to all eligible people, at no cost, for use in the production of programming for the public access channel.
- 3) ORCA Media channel time is allocated at no charge.

To the extent any term or condition incorporated in the Third Party Agreement is inconsistent with ORCA Media's Policies and Procedures, ORCA Media's Policies and Procedures will control the user's use of ORCA Media equipment and/or facilities.

A copy of the Third Party Agreement is available upon request.

D. Waiving of Rental Fees

ORCA Media waives all rental fees for equipment/facility use with the expectation that all content produced with ORCA Media facilities is noncommercial in nature and intended for noncommercial and nonprofit distribution channels. Using ORCA Media equipment/facilities for the creation of commercial content is prohibited.

Commercialized distribution of content produced with ORCA Media equipment/facilities (e.g. commercial TV, DVD sales, etc.) is likewise prohibited and may result in a post hoc reinstatement of a fee structure for equipment/facility rentals and/or staff services

Failure to submit programming to ORCA Media for playout on ORCA Media channels and/or failure to include a proper ORCA Media credit may also result in a post hoc reinstatement of a rental fee structure for equipment/facility rentals and/or staff services or other sanctions set out in section VI.

IV. USE OF ORCA MEDIA EQUIPMENT AND FACILITIES

A. Orientation Workshops

To make newcomers aware of ORCA Media's mission and to acquaint them with these policies and procedures and what production equipment, facilities and training opportunities are available to them, ORCA Media conducts orientation workshops. The ORCA Media orientation workshop is a prerequisite for any use of ORCA Media facilities, without exception. Regular access orientations are held at ORCA Media multiple times per month.

B. Training Seminars/Workshops

ORCA Media provides additional training seminars and workshops on a regular basis (see ORCA Media's website for a list of available workshops and seminars). Some of these workshops and seminars are offered more frequently than others, based upon member requests. ORCA Media members may request specific training at any time. All requests will be considered in light of staff availability/expertise and facility availability. ORCA Media strives to make its training programs available to all skill levels, but additional non-

ORCA Media training may be required in some cases.

C. Certification

Use of all ORCA Media equipment and facilities requires certification. The most basic level of certification is established upon completion of the ORCA Media orientation workshop (with completed paperwork and all eligibility requirements acknowledged). This basic certification acts as a prerequisite for any use of ORCA Media equipment, facilities and/or further training. Further levels of certification may be required for use of particular facilities and equipment. Certification expires after one year of non-use or when a user relocates outside the ORCA Media service area.

D. Scheduling Equipment and Facilities

Upon completion of the ORCA Media orientation process, users may begin using ORCA Media equipment and facilities for which they are certified (see section IV.C). Reservations may be made with an ORCA Media staff member either by phone or in person. For logistical reasons, ORCA Media prohibits making reservations by leaving messages via email or any other method. No reservation (or change to a reservation) will be considered official until confirmed by an ORCA Media staff person. An ORCA Media user arriving more than 30 minutes late for a reservation, without notifying ORCA Media staff of tardiness, automatically forfeits the reservation. Equipment and facilities reservations are available to certified users on a nondiscriminatory, first-come, first-served basis.

ORCA Media operates by appointment. Same-day walk-in reservations may be possible, depending on staff/facility availability, but ORCA Media cannot guarantee that walk-in reservations can or will be accommodated. Making reservations at least 24 hours in advance is recommended. Reservations for ORCA Media equipment and facilities may be made up to three months in advance.

Access users who wish to cancel an equipment or facilities reservation are asked to notify staff as soon as possible so that those resources may be made available to other access users. Notification of any cancellation is required prior to the start of the reservation time. Note that ORCA Media users who cancel more than three reservations (of any kind) within a 30-day period without providing at least three days' notice (prior to the reservation start-time) may be subject to sanction (see section VI).

Equipment and facilities in common ORCA Media areas (i.e. not behind a closed door) may not be used for the production of content of an adult nature or hate speech (for definitions of "adult content" and "hate speech" see section V.A).

1. Available Equipment/Facilities

ORCA Media maintains a production studio facility and an equipment

inventory that is available to certified access users. Different levels of certification may be required for certain types of facility/gear reservations. ORCA Media reserves the right to adjust reservation limitations according to inventory availability and user demand.

a. Remote Equipment

Remote equipment (cameras, microphones, lights, etc.) may be reserved for a period not to exceed 72 hours. A user is limited to three remote equipment reservations within any 30-day period. (See section IV.D.3 for more information about remote equipment sign-out procedures.)

b. Studio

ORCA Media maintains a three-camera production/sound studio and control room. One studio session may be scheduled per week, with each session not to exceed four hours. An ORCA Media production technician will be available during all studio productions for a minimal level of basic production support. Staff may also need to attend to other duties and may not be at the user's complete disposal during studio productions. It is the user's responsibility to contact the appropriate staff member in a timely manner to schedule any particular production needs that may require additional staff resources. ORCA Media encourages content producers to provide a crew for studio shoots. ORCA Media staff can provide training for production crew members. The producer must be present for all studio productions.

1. Live Call-in Productions

A certified ORCA Media user may request a time slot for a "live" program no less than two weeks and no more than three months in advance of the date of the live broadcast. Live shows will be approved only if, in ORCA Media's sole opinion, it is absolutely necessary for the program to be live (i.e. synchronous interactivity with the community via phone calls, Web chats, etc.). Producers must reserve the studio and arrive a minimum of 30 minutes before a live show goes on the channel or the live channel time will be reassigned.

c. Editing Facilities

Editing stations may be reserved a maximum of twice a week and shall not exceed eight hours per session unless otherwise authorized by staff. There is a limit of three people at each editing station unless prior permission is obtained from staff. The authorization or permission required under this subsection is solely at the discretion of ORCA Media staff.

ORCA Media maintains storage media with space available for editors, but ORCA Media users should be prepared to provide their own storage capacity for particularly large projects and/or for projects that will take many months to complete. ORCA Media is not responsible for lost or

damaged content that is stored on ORCA Media storage media. ORCA Media recommends regular and thorough backups of all important data on personally owned storage devices.

ORCA Media users who edit projects using ORCA Media's storage capacity are advised that any files left untouched for more than three months are subject to deletion without notification.

d. Dubbing/Format Conversion

ORCA Media's dubbing/format conversion station allows users to make copies of programs and other content in a variety of digital and analog formats. Sessions at this station may be scheduled a maximum of twice a week and shall not exceed four hours per session unless otherwise authorized by ORCA Media staff. The authorization or permission required under this subsection is solely at the discretion of ORCA Media staff. Note that copies of ORCA Media programming may not be made without permission of the producer of that content.

Please be aware that ORCA Media is not a dubbing house capable of producing large runs of tapes and DVDs. ORCA Media staff reserves the right to limit this station's use to small quantities of copies (i.e. one or two per program/episode). Larger runs of program copies must be made elsewhere or preapproved by ORCA Media staff.

e. Public Computing

Computer workstations are available for public use in ORCA Media's common area. ORCA Media Users may sign up for time on these machines for simple computing needs related to the production of their ORCA Media content (email, Web searches, etc.) More sophisticated multimedia computing (video editing, DVD burning, design work, video tutorials, etc.) is available at other work stations (ask ORCA Media staff which station is appropriate for which task). Public computing sessions may be scheduled a maximum of twice a week and shall not exceed two hours unless otherwise authorized by staff. The authorization or permission required under this subsection is solely at the discretion of ORCA Media staff.

2. Eating/Drinking/Smoking in Facilities

Smoking, alcoholic beverages and controlled substances are absolutely not allowed within any of the access facilities. Food and beverages are not allowed in the control room or at editing stations. Food and nonalcoholic beverages may be allowed in the production studio with prior approval of staff (generally, only when the food/beverages in question relate to the content being produced, e.g. cooking shows, etc.). ORCA Media users who spend many hours at a time in the facility may wish to bring a meal. Eating and drinking in the general common area are permitted, but users must clean up after themselves.

3. Remote Equipment Sign-Out Procedures

ORCA Media users who have reserved video/audio gear for sign-out are required to arrive at the appointed checkout time. Because pick-up and return times for remote equipment are often critical, it is imperative that ORCA Media users precisely honor their reservation times regarding remote equipment. Equipment return times are indicated on the Remote Equipment Sign Out Form (see below). The ORCA Media user is responsible for determining that remote equipment is in good working order at the time of checkout. It is strongly advised that users set up and test all equipment before leaving the ORCA Media facility. Users must inform ORCA Media staff of any malfunctioning or damaged equipment upon the equipment's return.

The access user is required to complete a Remote Equipment Sign Out Form before using ORCA Media equipment for remote shoots. In signing the form, the user agrees to indemnify and reimburse ORCA Media for all damage to or loss of any access equipment caused by neglect, abuse, theft or other causes that occur while the equipment is assigned to the user. Exceptions may be made for normal wear and tear or regular maintenance issues. Determination regarding liability is at the sole discretion of ORCA Media.

All certified access users must have a valid photo ID on file with ORCA Media in order to sign out ORCA Media's remote equipment.

a. Equipment Check-In

ORCA Media users are required to return all equipment at the check-in time specified on the Remote Equipment Sign Out Form. ORCA Media users must also report to staff any equipment malfunction or damage upon returning the gear to ORCA Media. A member of the ORCA Media staff must sign the Remote Equipment Sign Out Form to complete the equipment check-in.

Occasionally equipment pick-ups and returns happen during hours when only one ORCA Media staff member is present and engaged in something that requires her/his attention (e.g. a studio production). ORCA Media users should be aware that they may have to wait until the staff member can take the time to properly check-in all of the equipment. It is not acceptable to leave the gear unattended at ORCA Media without going through the check-in procedure.

b. Equipment Malfunctions/Unavailability

If equipment malfunctions or becomes unavailable for any reason, access users with active reservations for that equipment will be notified as soon as possible. ORCA Media users should be aware that despite the best efforts of ORCA Media staff, sometimes equipment becomes unavailable suddenly. In these instances, ORCA Media will strive to meet ORCA Media users' needs in the most efficient and non-discriminatory

way possible.

V. PROGRAMMING CONTENT ON ORCA MEDIA CABLE CHANNELS

ORCA Media's public access cable channel (channel 15 on Comcast in the greater Montpelier and Randolph region) is open to any local resident to present any legal, noncommercial video content. This section outlines ORCA Media's procedures for submitting programming for play-out on channel 15. Here are some basics to keep in mind:

- The programming on channel 15 directly reflects the views, tastes and standards of the community member who submits programming to the channel.
- As a general rule, ORCA Media does not pre-screen programming or make editorial, content-based programming decisions regarding programming that is submitted. All legal, noncommercial programming submitted by eligible ORCA Media users will be accepted and cablecast, without exception. However, certain legal and noncommercial programming will be subject to "safe harbor" or other restrictions.
- ORCA Media users who submit programming content for channel 15 bear all legal responsibility for the content they submit and shall indemnify ORCA Media from any and all liability that may attach to such content.
- ORCA Media will accept programming content from local residents whether that content was produced using ORCA Media facilities or not (though locally produced content will get scheduling priority on the channel).

ORCA Media producers' contact information will be made available to the public upon request.

Anyone residing or working within ORCA Media's service area may submit programming for channel 15. All programming on channel 15 must be accompanied by a signed Program Information form (minors must have a parent or legal guardian sign) and a completed Episode Submission form. The party signing the Program Information Form assumes liability for the programming content. The party submitting the content must also have an ORCA Media Access User Information form and a signed ORCA Media Statement of Compliance form on file with ORCA Media.

ORCA Media requires that all producers of content provide contact information that can be distributed to the public upon request. This contact information can be a telephone number, email address and/or a physical address, and need not be the same contact information required on ORCA Media's other internal documents.

A. Restricted Content

Programs submitted for playout on channel 15 may be subject to the following restrictions.

IMPORTANT: ORCA Media does not prescreen programs. It is the responsibility of the individual submitting programming content to notify ORCA Media in the event that content submitted for playout is restricted by any or all of the sections listed below.

1. Commercial Content

Due to the fact that access to ORCA Media facilities and channels is free of charge and is supported by quasi-public funds (see section I.C), commercial content is not allowed. Commercial content is defined as material directly promoting the sale of products or services that are offered by any participating member of the given program (including guests). Federally recognized nonprofit, 501(c)(3) corporations are exempt from this policy. This policy does not prevent producers from recouping production costs through underwriting partnerships (see Section V.F, Underwriting Partnerships).

2. Solicitation of Funds

ORCA Media does not permit its access channels to be used for the solicitation of funds. However, permission may be granted to certified ORCA Media users on a case-by-case basis. Any certified ORCA Media user may submit a request in writing to the ORCA Media Board of Directors (c/o ORCA Media staff), asking for permission to use ORCA Media channel time for fund-soliciting purposes. Whether to grant such permission rests solely with the discretion of the ORCA Media Board of Directors.

3. Adult Content

"Adult content" is defined as any legal content (see section V.A.5 below) of a sexually explicit or graphically violent nature. Programming that contains adult content will be scheduled for playout between 11 p.m. and 5 a.m. (when children are less likely to see it). If there is a question about whether a program includes adult content, a determination will be made by ORCA Media. Any program that contains adult content must include a viewer advisory immediately prior to the beginning of the program, stating:

The following program contains material that some viewers may find objectionable or inappropriate for viewing, particularly by children. The community producer/sponsor who submitted this program for broadcast is solely responsible for its content. The views, opinions and content of this program do not necessarily reflect the views or opinions of ORCA Media's staff or board of directors. For more information about this program or ORCA Media content policies, call (802) 224-9901.

The viewer advisory must be read aloud and/or displayed on-screen for a minimum of 20 seconds. Responsibility for including the viewer advisory rests with the program's producer.

4. Hate Speech

Programs that contain hate speech will be scheduled for playout between 11 p.m. and 5 a.m. ORCA Media defines hate speech as content that encourages hatred and violence against a particular class of people because of their race, color, religion, national origin, sex, ancestry, citizenship, age, service in the armed forces, physical or mental disability, sexual orientation, marital status, gender identity or status with regard to receipt of public assistance. If there is a question about whether a program includes hate speech, a determination will be made by ORCA Media. Any program that contains hate speech must include a viewer advisory immediately prior to the beginning of the program stating:

The following program contains material that some viewers may find objectionable or inappropriate for viewing, particularly by children. The community producer/sponsor who submitted this program for broadcast is solely responsible for its content. The views, opinions and content of this program do not necessarily reflect the views or opinions of ORCA Media's staff or board of directors. For more information about this program or ORCA Media content policies, call (802) 224-9901.

The viewer advisory must be read aloud and/or displayed on screen for a minimum of 20 seconds. Responsibility for including the viewer advisory rests with the program's producer.

5. Illegal Content

ORCA Media will not knowingly cablecast illegal content. Illegal content is any content that is not protected by the First Amendment of the Constitution of the United States. Unprotected content may include (but may not be limited to) slander, sedition, copyright infringement and obscenity, as defined by applicable laws. ORCA Media reserves the right to refuse to cablecast any program that it reasonably determines may contain obscene or otherwise unprotected content. ORCA Media and cable operators (including but not limited to Comcast) are prohibited by statute from cablecasting obscene or otherwise unprotected programming. Consequently, ORCA Media may consult with the cable operators, law enforcement or other entities as needed when there is reason to believe a program may contain obscenity or otherwise unprotected content.

ORCA Media will not knowingly cablecast "indecent" speech (as defined By the State of Vermont in 13 V.S.A. § 2801) unless safe harbor time restrictions, parental advisories, and/or other methods adequate to protect such programming from being viewed by minors are applied.

ORCA Media expects its users to be aware of applicable laws and also be aware that producers are legally responsible for the content of their own programming. ORCA Media strongly suggests that producers who think their programming might contain illegal content consult with legal counsel before submitting their programs for playout.

B. Technical Requirements

Programs submitted to ORCA Media for playout must meet ORCA Media's minimum technical requirements. If you are unsure whether your program meets our technical requirements, you may ask ORCA Media staff for assistance.

ORCA Media can accept a wide variety of digital and analog video formats. Any content submitted must be playable on ORCA Media's various video playback devices or multimedia workstations. Here are some standard guidelines:

- Playable DVDs (as opposed to data DVDs) must be scratch-free and playable without glitches, and encoded for region 0 or 1.
- Data DVDs, USB sticks and hard drives must have easy-to-navigate file structures and be free from malware that could damage ORCA Media workstations.
- Standard definition video content must be in the National Television System Committee (NTSC) broadcast standard.
- Digital videotapes must have clean, uninterrupted timecode.
- Analog videotapes must have clean control tracks and be free of dropouts and glitches.

The first frame of the content intended for cablecast must be obvious (or clearly noted with the content). ORCA Media further recommends (but does not require) at least 30 seconds of clean, black video following all programming content.

All programming submitted to ORCA Media must include an ORCA Media Episode Submission form that includes the following, legible information (at a minimum):

- Program Title
- Episode Name/Number (if applicable)
- Producer's Name
- Total Running Time (accurate to the nearest second)
- Description of program's content

C. ORCA Media Credit

All programming produced using ORCA Media equipment and/or facilities must include the following credit:

This (film/content/program) was produced (in part) with

**facilities provided by
Onion River Community Access Media (ORCA Media)
in Montpelier, Vermont.
www.orcamedia.net**

"In part" is optional text. This text must be displayed following each program (or included in the end credits of each program) for at least 10 seconds. It is the responsibility of the producers to ensure the title is included at the end of each of their programs. Note that ORCA Media may be able to provide pre-produced graphics containing this language in a variety of video formats upon request.

D. Scheduling

ORCA Media will schedule the public access channel in a fair and equitable manner. Channel time will be divided equally among all requests for playout, subject to the priorities listed below. It can take up to two weeks from the time new programming content is submitted (accompanied by a signed Program Information Form) before that content is assigned a time slot (this delay is in part to allow time to update our program listings). ORCA Media producers who have a regular, repeating time slot, must submit new content for that time-slot (accompanied by an ORCA Media Episode Submission form) a minimum of 24 hours in advance of the scheduled cablecast time. Providers of content for channel 15 may request particular time slots, and a reasonable effort will be made to accommodate these requests. Not all requests can be accommodated. All time slots are subject to change without notification.

When scheduling programs, ORCA Media will make every effort to use the following priority list as a guide. The list is from highest to lowest priority. The particulars of how time slots are distributed may change as demand for time slots increases or decreases.

1. Live Call-In Programs
2. Original, Locally Produced Content
3. Sponsored, Non-Local Content
4. Older, Repeated Content

Producers should be aware that this list is only a guide, and that situations may occur when the ORCA Media staff must make a judgment call regarding scheduling. Any producer who feels that he/she has been treated unfairly may bring a grievance to the ORCA Media Executive Director.

E. Live Programs

See section IV.D.1.b.1 for ORCA Media's policies concerning live call-in programming.

F. Underwriting Partnerships

An ORCA Media user may give on-screen credit to an individual or organization that underwrites any of the production costs and/or materials

associated with the content's creation so long as said individual or organization consents in writing, a copy of which is provided to ORCA Media in advance of the cablecast. Credit may be given through the use of a title at the beginning and/or end of the program that identifies the contributor and includes the language:

"This program is underwritten in part by"

Each display shall be no longer than 15 seconds, and may include the contributor's name, address, telephone number and website address (url). A corporate logo or photo/video of a business may be used as well.

G. Repeating Old Programming

Active producers who maintain a timeslot for a currently running program may submit "repeat" episodes of that program to run in the program's existing time slot. For a limited time, such repeated episodes may be treated the same as new episodes for the purposes of maintaining an active status and time slot, however, producers should be aware that repeated episodes have a lower scheduling priority than current programming (see Section V.D, Scheduling).

Producers who no longer maintain a timeslot or active status may resubmit episodes of an old production that had previously run on channel 15 for play-out. Old episodes that are submitted in this way will be given a new time slot and are subject to all the same scheduling and play-out policies specified elsewhere in this document.

H. Videotapes, DVDs and Other Media

1. Producer-Provided Media

ORCA Media users must assure ORCA Media that any video medium provided that is intended for play-out on a ORCA Media channel is either new or of a quality sufficient to prevent technical issues with media players (see section V.B, Technical Requirements). It is the ORCA Media user's responsibility to provide thorough content information for all submitted programming (title, producer's name, running time, etc.), regardless of the medium on which the content is submitted. A completed Episode Submission Form (provided by ORCA Media) must accompany all content submitted to ORCA Media for play-out.

2. ORCA Media-Provided Media

ORCA Media field cameras record on a number of different digital media (digital tape, SD card, CF card, P2 card, etc.). ORCA Media can provide blank media for production purposes with the expectation that the media will be returned or replaced with identical media upon return of the production equipment. ORCA Media users are encouraged to provide their own blank media, whenever possible.

3. Removing Media from ORCA Media's Archival Library

Some ORCA Media content is stored in a media library on-site in a variety of analog and digital media formats (DV tape, DVD, etc.). ORCA Media users may only remove this media from ORCA Media's premises with staff approval, and only after a broadcast-quality digital copy has been made of the content for ORCA Media's use.

VI. RULE VIOLATIONS/SANCTIONS/LOSS OF PRIVILEGES

To ensure that ORCA Media equipment and facilities remain available and in good working order, the following rules have been established. Upon verifying that a rule violation has occurred, a written statement will be issued to the producer describing the rule violation (and subsequent sanctions, if applicable). Infractions are divided into major and minor violations. By far, the most common minor violations involve ORCA Media users' arriving late for appointments or neglecting to cancel reservations. In general, ORCA Media users can avoid these minor issues by simply phoning the ORCA Media studio and speaking to a staff member before the reservation's start time.

A. Rule Violations

1. Major Violations

- a. Failure to submit a program produced with ORCA Media equipment and/or facilities for initial cablecast on an ORCA Media channel
- b. Abuse, vandalism or willful neglect of ORCA Media equipment and/or facilities
- c. Return of equipment in damaged or unworkable condition, beyond normal wear and tear
- d. Failure to return equipment through intent, negligence, loss or theft
- e. Use of equipment and/or facilities for a purpose not related to the production of content intended for ORCA Media cablecast
- f. Removal of equipment from the access center without proper checkout procedures and/or without signing a Remote Equipment Sign Out form
- g. Reserving or checking out equipment or facilities for use by a non-certified producer or a producer on suspension
- h. Repeated breach of any of the Statement of Compliance warranties
- i. Failure to submit a signed Third Party Agreement before receiving payment for labor or production costs associated with a public access production in which ORCA Media equipment and/or facilities were used
- j. Attempted equipment maintenance or disassembly
- k. Rude, abusive or discourteous treatment of ORCA Media staff
- l. Production of or attempted production of illegal content or commercial content

- m. Submitting a program with "adult content" or "hate speech" without a viewer advisory

2. Minor Violations

- a. Failure to cancel equipment or facilities prior to the reservation time
- b. Late return of equipment without an extension authorized by a staff member
- c. Failure to vacate studio or editing facilities when the next scheduled producer has arrived
- d. Return of dirty equipment
- e. Leaving trash or debris in studio or editing facilities
- f. Operation of equipment or use of facilities in an incorrect, unsafe or inappropriate manner that might result in damage
- g. Improper packaging of equipment for transport
- h. Tardiness in excess of 30 minutes in claiming reserved equipment or facilities without an extension authorized by a staff member
- i. Reserving, checking out or returning equipment for another producer, unless specified and approved in advance
- j. Canceling equipment or facilities reservations three or more times within a 30 day period
- k. Submitting a program without ORCA Media's required credit language
- l. Failure to promptly return or replace recording media provided by ORCA Media (videotape or other recording media)
- m. Any behavior at the ORCA Media facility that staff deems inappropriate or that unreasonably interferes with another ORCA Media user's ability to use the facilities
- n. Breach of any of the Statement of Compliance warranties
- o. Failure to properly complete any form or paperwork required by ORCA Media
- p. Committing two (2) or more minor violations
- q. Any other infraction of these Policies and Procedures

B. Sanctions

ORCA Media user sanctions typically involve a suspension of ORCA Media privileges for a period of time, the length of which will depend on the nature of the violation. While an ORCA Media user is suspended from equipment/facility use, that user may continue to distribute legal, non-commercial content on ORCA Media channels.

1. Major Violations

A "major" violation of ORCA Media policy results in an immediate suspension of use of ORCA Media equipment and facilities for a period of one year. If damage to or loss of equipment and/or facilities has occurred, suspension may remain in effect until a full compensation is made for the

lost resources or until an installment payment contract or other arrangement is signed with ORCA Media. There are no written warnings prior to suspension in the case of a major violation.

Notwithstanding the immediately preceding paragraph, the ORCA Media Board of Directors reserves the right to evaluate each major violation and determine whether a more severe sanction is reasonably required. Said additional sanctions are at the discretion of the ORCA Media Board of Directors and may include suspension from using ORCA Media equipment or facilities for an indefinite term, repayment for any damage to equipment or facilities, and/or the implementation of legal action against the user.

2. Minor Violations

A Minor Violation will result in the following actions:

- Written warning for the first minor violation
- Suspension from equipment and facilities for the second minor violation that occurs within a 90-day period of the first minor violation

An initial suspension from equipment and facilities (resulting from two minor violations within a 90-day period) will be for 90 days. Any subsequent suspensions will be for a period of one year each. Recertification (including ORCA Media orientation) is required following any suspension of a year or more. Staff will file a written report on any suspension.

C. Equipment Damage and Loss

If equipment is damaged or lost while under contract to an ORCA Media user, the user will have equipment privileges suspended until full compensation is made or until an installment payment contract or other arrangement is signed with ORCA Media. In the event that a producer fails to meet the terms of repayment (or mutually agreed upon arrangement), the producer shall be suspended from all equipment and facilities privileges and the case will be submitted to the Board of Directors for resolution.

D. Appeal of Sanctions

An ORCA Media user may appeal any sanctions by submitting a written statement to the ORCA Media Executive Director. If suspension from equipment and facilities is imposed, the suspension will remain in effect throughout the appeal process. The Executive Director will investigate the circumstances surrounding the sanction and will return a written report to the ORCA Media user within two weeks of receiving the appeal. The ORCA Media user may then continue the appeal process by submitting a written statement to the ORCA Media Board of Directors within 30 days of the issuance of the Executive Director's report. The Board of Directors will then consider the

appeal at its next regularly scheduled meeting.

E. Indemnification

Notwithstanding any prior statement in these ORCA Media Policies and Procedures, each user agrees to indemnify and hold ORCA Media harmless from any and all content produced by the user.

VII. AMENDMENT OF THE ORCA MEDIA POLICIES AND PROCEDURES

The ORCA Media Policies and Procedures may be amended at any meeting of the ORCA Media Board of Directors where a quorum is present. Interim Policies and Procedures may be implemented at the discretion of ORCA Media management, subject to the approval of the full board at the next general board meeting.