# Woodland TV (WTV) Channel 21 P.O. Box 1352 Woodland, CA 95776 Telephone: 530-669-1550 www.woodlandtv.org

# **Policies and Procedures Manual**

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# Introduction

# **Mission Statement**

Woodland TV (WTV) Channel 21 provides an opportunity for our communities to speak and share freely through public access media. **WTV Channel 21 is a 501(c)3 non-profit corporation.** 

# 1.1.0 Purpose of this Manual

- **1.1.1** Provide a set of policies and procedures that enables the Woodland, CA community to become involved in WTV Channel 21.
- **1.1.2** These policies and procedures shall remain in effect until the WTV Board of Directors approves a revised edition of the policies and procedures by which WTV Channel 21 will operate.
- **1.1.3** All material in this manual is subject to adoption and amendment by the WTV Channel 21 Board.
- **1.1.4** WTV Channel 21 Board reserves the right to waive any self-imposed regulation when such a waiver is judged to be in the public interest.

# 1.2.0 Woodland TV (WTV) Channel 21

- **1.2.1** WTV Channel 21 is Woodland's local Public Access Cable television station, normally referred to as PEG access. "PEG" is an acronym for "Public", "Education", and "Government" programming. WTV Channel 21 represents the "public" access portion. You can view WTV programming on Channel 21 if you subscribe to local cable TV in Woodland. Limited programming will also be available on other electronic media (such as WTV Channel 21's website, Facebook, etc.).
  - a. Channel 21 will broadcast public programming of local interest, and produced by local members, for the City of Woodland and surrounding areas, as determined by the local cable provider contracted with the City of Woodland.
- **1.2.2** Editing policies for Channel 21 are as listed below:
  - a. Bulletin Board Messages programmed into the bulletin board portion of WTV Channel
     21 may be submitted by appropriate user departments, agencies, etc. Editing by staff to provide clarity and maximum utilization of pages available may be required.
  - b. WTV Channel 21 shall not be held responsible for the accuracy of any information cablecast over Channel 21 that was submitted by outside sources.
  - c. Rebroadcast of any City Council, WJUSD or other governmental committee meetings provided to Channel 21 shall not be edited, but shall be gavel to gavel and not subjected to editorial comment.
- **1.2.3** The mission of WTV Channel 21 is stated on page 3 of this document.
- **1.2.4** WTV is the result of the franchise agreement between the City of Woodland and the local cable provider.
- **1.2.5** WTV is located at 524 Main Street, Suite 206, Woodland, CA 95695. The mailing address is P.O. Box 1352, Woodland, CA 95776. The phone number is 530-669-1550 and the website is www.woodlandtv.org.
- **1.2.6** WTV is currently governed by a WTV Board of Directors established to oversee the policies of WTV Channel 21.

# 1.3.0 WTV Channel 21 Facilities

- **1.3.1** Community Bulletin Board (CBB: Non-profit organizations and groups, educational, and government agencies may use WTV Channel 21's bulletin board for public service announcements. All political campaign messages are prohibited.
- **1.3.2** Production Facility: WTV Channel 21 offers professional quality digital recording and post production video equipment in addition to studio space to its members.

#### 1.4.0 WTV Channel 21 Personnel

## 1.4.1 Station Manager

The Station Manager is responsible for promoting the station by encouraging the city's government departments, schools, nonprofit organizations and town residents to use the facility for public, educational and government programming by focusing on increasing and maintaining membership(s) in the station and various other fundraising activities as determined by the Board of Directors. The Station Manager is also responsible for the operational duties of the station which include maintaining the equipment, assigning volunteer duties, supervising volunteer staff and community members on the premises of WTV and enforcing these policies and procedures.

# 1.4.2 Programming Manager

The Programming Manager duties include maintaining the equipment, managing the weekly programming, updating the bulletin board, covering local community events, providing production training to the community, assigning volunteer duties, supervising volunteer staff and community members on the premises of WTV Channel 21 and enforcing these policies and procedures. The Programming Manager is also responsible for assisting the Station Manager in the daily operations of the station, including scheduling events and productions, supervising volunteer staff and community members on the premises of WTV, assisting in the training of volunteers, maintaining the equipment, and performing various other duties as assigned by the Board of Directors.

# 2.1.0 Eligibility Requirements for Participation in WTV Channel 21

- **2.1.1** Use of WTV Channel 21 and facilities are free of charge to current WTV members, which may include residents of Woodland, city and school employees, and non-profit community organizations located in Woodland. Members of non-profit community organizations located in Woodland who are not Woodland residents may participate in organizational sponsored productions only.
- **2.1.2** Other than individuals acting in the capacity of on air personalities, no community member will be eligible to use the facility or the equipment until they have successfully completed appropriate training. Training in the proper use and care of the equipment will be provided by WTV Channel 21 staff or designated trainers.
- **2.1.3** Use of WTV facilities and equipment is a privilege that can be suspended or revoked if the station's policies and procedures are not adhered to, or if equipment or facilities are misused or abused. In addition, the rules of the building in which the studio is located must be abided by at all times.
- **2.1.4** WTV reserves the right to refuse to provide access to WTV resources to anyone who interferes with the orderly conduct of business; who refuses to cooperate with or in any way abuses WTV staff, volunteers, or other community producers; has misused equipment; or who has abused the privileges of WTV.
- **2.1.5** Use of WTV facilities or equipment for personal use is prohibited and is a major violation as outlined in 2.8.0 Violations and Penalties. No Producer, WTV Channel 21 member, volunteer or employee is allowed to use WTV facilities or equipment for ANY financial gain or compensation. This is to include independent selling of DVDs or footage which was produced using WTV equipment as well as any profits made when uploading videos or video footage to YouTube, Vimeo or any other internet site.
- **2.1.5.1** WTV Channel 21 staff may, and with previous approval from the producer, upload locally produced video programs to a sharing website such as PegMedia.org, whose purpose is to allow other PEG stations to download programming, either free or for a nominal cost, for airing on other Public Access Stations.
- **2.1.6** The only allowed purpose for use of WTV Channel 21 facilities or equipment is to produce programs or public service announcements for WTV Channel 21 on-air and other media distribution venues or for personal use. Commercial distribution of DVDs strictly prohibited.

# 2.2.0 Use of PEG Access

**2.2.1** Community members have the right to have a program that they have produced or endorsed, broadcast at least once, provided they have met the requirements of the Statement of Compliance as described in 2.5.1 and the program does not violate these policies or any federal, state or local ordinances.

#### 2.3.0 Statement of Non-Discrimination

**2.3.1** The WTV shall ensure that no individual community member or group is discriminated against with regard to access of WTV Channel 21-services, information, facilities or program distribution because of race, national origin, sex, age, sexual preference, religion, physical disability, political affiliation, or economic status or the nature of their programming. This section of the Policies and Procedures does not guarantee a right to any person or organization to have any program distributed over the channel(s) governed by WTV Channel 21.

# 2.4.0 Equal Opportunity

**2.4.1** PEG access stations are required to offer equal opportunity to the community to join the member station. Any trained WTV Channel 21 member can produce programming. Those WTV Channel 21 members not wishing to be trained can sponsor programming that is within the guidelines of these policies and conforms to the Cable Act of 1984 and subsequent revisions, and any federal, state, and local ordinances.

#### 2.5.0 Statement of Compliance

- **2.5.1** Producers/Sponsors must sign a WTV Statement of Compliance that will be kept on file stating that any program submitted will adhere to these policies, which prohibit the following:
  - Advertising material designed to promote the sale of commercial products or services, or businesses
  - b. Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services, or business with the intent or substantial effect of benefiting or enhancing a profit-making enterprise
  - c. The direct solicitation or appeals for funds or other things of value for any and all purposes, except for non-profit organizations
  - d. Material which is obscene as defined in Appendix C
  - e. Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local laws
  - f. Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law
  - g. Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance
  - h. Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services
  - i. Political or Campaign Advertising
- 2.5.2 See Appendix A for WTV Channel 21 Statement of Compliance.

#### 2.6.0 Technical Standards

- **2.6.1** Minimum technical standards must be met in order for a program to be broadcast on WTV. The technical standards are based on the premise that no program should cause viewers to think the cable channel or system is having technical difficulties. All video producers should carefully attempt to ensure that their programs be free of the following problems:
  - a. Programs should be free of any break-up, glitches, or distortion of the audio or video portions of the signal.
  - b. Incorrect color balance—Programs should accurately reproduce original colors within the scene. Flesh tones will be the standard by which this is judged.
  - c. Over modulated video levels—White levels that are too high cause distortions in the audio portion of the signal. Correct exposure during taping is the best way to eliminate this.

Should any submitted programming contain excessive technical errors, WTV Channel 21 may, at their discretion, either pull the programming or add a disclaimer of technical difficulties.

- **2.6.2** Technical standards may be waived in cases where the program is of an event or a happening that cannot be repeated, i.e., a one-time event. In such cases, the producer must make a special request to the Station Manager. WTV may add a short disclaimer to the beginning of the program advising the viewers that portions of the following program may contain technical difficulties.
- **2.6.3** Although no standards exist regarding camera angles, shot composition, lighting, aesthetics, etc. the producer should always keep in mind that high production values not only increase the attractiveness of a production, but also the effectiveness. The viewer's attention span and retention of information decrease considerably in the presence of shaky camera work, poorly composed and lit scenes, or other distracting elements.

#### 2.7.0 Commercial Use

- **2.7.1** Use of WTV facilities or equipment exclusively for commercial use is prohibited. All programming produced with WTV resources must be available for broadcast on WTV Channel 21 meeting the requirements of the Statement of Compliance.
- **2.7.2** Use of WTV facilities or equipment for financial gain is prohibited, except for nonprofit organizations.
- 2.7.3 The selling of DVDs, on-line downloads or other media format of programs whose content is produced through use of WTV, Channel 21 equipment is strictly prohibited by WTV members and a violation of WTV Channel 21's rules (with the exceptions listed below in 2.7.4).
- 2.7.4 Producers may sell copies of programs to a government entity or non-profit, and governments and non-profits can sell programs with prior notification as long as the proceeds are divided 50-50 with WTV, Channel 21, thus providing more resources for the community.

#### 2.8.0 Violations and Penalties

In order for the policies of WTV Channel 21 to be effective, and to keep operations running smoothly, a penalty system has been instituted. There are two (2) types of violations that can result in restrictions on a WTV Channel 21 member. The Board of Directors, Programming Manager and Station Manager are authorized to issue warnings and suspensions of use of equipment and use of facilities.

# 2.8.1 Major Violations

Major violations will result in the following series of actions:

- a. First violation immediate ninety (90) day suspension from utilizing equipment and facilities
- b. Second violation permanent forfeiture of privileges

Major violations include but are not limited to:

- a. Unauthorized use of facilities or equipment
- b. Harassment of personnel and/or volunteers
- c. Falsifying forms including the WTV Channel 21 Statement of Compliance
- d. Taking or reserving equipment without staff permission
- e. Abuse of equipment, including attempted repair, and/or reconfiguration of or changing wiring
- f. Providing false statements and/or false information regarding WTV Channel 21 and its programming to press or electronic media
- g. Tampering with or modifying another producer's project or video of a public meeting
- h. Disregarding WTV's policies and/or procedures

## 2.8.2 Minor Violations

Minor violations will result in the following series of actions:

- a. First violation Verbal warning.
- b. Second violation Written warning
- c. Third violation Thirty (30) day suspension
- d. Fourth violation Ninety (90) day suspension
- e. Fifth violation Permanent forfeiture of privileges

Minor violations include but are not limited to:

- a. Failure to cancel reservations in accordance with policy
- b. Late pick-up or return of equipment without notification and approval
- c. Repeated mishandling of equipment
- d. Eating, drinking, or smoking in restricted areas
- e. Failure to clean-up after use of the facilities
- f. Disregarding WTV's policies and/or procedures
- **2.8.3** WTV Channel 21 members are encouraged to resolve difficulties on the staff level. Any community member wishing to appeal an action of the staff may request an appeal to the Board of Directors.

# 2.9.0 Producing a program

The producer is the person ultimately responsible for a program's content. As the primary person responsible for production, the producer is responsible for coordination of schedules, facilities, and equipment. The producer appoints a director and determines the program's main objectives. A producer may suggest a specific approach to achieve the show's intent, or the producer may himself/herself direct.

- **2.9.1** The copyright and ownership of any program produced by a WTV Channel 21 producer belongs to that producer. Producers bear sole responsibility for the content and materials used in all programs live or taped; Producers must sign the WTV Channel 21 Statement of Compliance.
- **2.9.2** The raw footage accumulated for a program belongs to the program's producer. However, if the video is edited on WTV Channel 21's editing computers, it will be retained for the Producers use only until the final edited program has been cablecast (on-air) once, at which time the raw footage file(s) will be deleted.
- 2.9.3 WTV Channel 21 may keep clips of raw footage tape that is generic or of historical significance.
- **2.9.4** WTV may use clips from any producer's program(s), with their prior consent and the appropriate video credit being given, for the purpose of promoting the Woodland community and WTV Channel 21.
- **2.9.5** Programs produced using WTV facilities or equipment may be copied (as outlined in section 3.7.0 Copies of WTV and member produced programs), bicycled (offered to other PEG Access stations) or may be entered into video contests at the sole discretion of the WTV Channel 21 staff.
- **2.9.6** The use of the WTV Channel 21 name, logo or any part of it intended to identify the program as a production of WTV Channel 21 is strictly prohibited without prior written approval from WTV Channel 21. Approval may be obtained by written request accompanied by a summary of the program content to the Station Manager or Programming Manager.
- **2.9.6.1** Producers using WTV Channel 21 equipment (cameras, editing computers and software) are encouraged to place in the credits the message "This video produced using WTV Channel 21 equipment and/or assistance."
- **2.9.7** Station personnel may be available to assist in the production of any program as their personal and professional schedules permits.
- **2.9.8** Station personnel will not exercise any editorial control over any program they assist in producing.
- **2.9.9** No one associated with WTV Channel 21 may edit any part of a public meeting. Failure to comply with this rule will constitute a Major Violation.
- **2.9.10** WTV reserves the right to broadcast archived programs.

#### 2.10.0 Election Campaign Programs

- **2.10.1** Currently, WTV Channel 21 does not support the promotion of individual political candidates and political organizations supporting a political candidate and/or a ballot initiative appearing on the next scheduled city ballot.
- **2.10.2** The station will air Candidate Forums, Candidate Debates, and Local Forums that are moderated by independent third party organizations in which all candidates are invited to participate, as long as a Woodland resident is involved in the production. Political programming related to local candidate forums, candidate debates, or local public forums on ballot issues may be cablecast on the WTV Channel 21 only as follows:
  - a. The forum must address ballot issue directly affecting Woodland voters and
  - b. All candidates for a particular office or sides of a particular issue must have an equal opportunity to participate in the forum and
  - c. The forum must be conducted in a dignified, respectful, and business-like manner and
  - d. No forum sponsor including but not limited to political action committees -may publicly endorse or have a stated position on any candidate during the election season. For purposes of this section, the election season is deemed to run from the opening of candidate filing for an election to the closing of the polls on Election Day.
- **2.10.3** WTV Channel 21 volunteers and employees shall be free from coercion for any political purposes. Employees are prohibited from using official authority or position for the purpose of seeking to interfere with or affect the result of an election, nomination for office, or a ballot initiative.
- **2.10.4** Any paid employees of WTV Channel 21 shall not produce any election campaign programs for individual candidates, ballot measures or election campaign programs.

## 2.11.0 Program Underwriters Procedures

A "program underwriter" is an individual, group, or entity who provides monetary or tangible assets to aid the production of a program. Such programs are designated as "underwritten programs."

- **2.11.1** Underwritten programs shall designate a producer who shall be subject to the same requirements (including, without limitation, the execution of a Statement of Compliance) and enjoy the same rights, and privileges, as producers and sponsors of other programming.
- **2.11.2** Monetary contributions are for production expenses only. Payment for services to any volunteer WTV Channel 21 Producer is prohibited.
- **2.11.3** The Underwriter will be allowed their name and contact information be listed in the credits which may run for a maximum of (30) thirty seconds at the beginning and end of each program. No other "call to action" is allowed in any portion of the program.

# 3.1.0 Getting Started

There are many different ways to participate in community access television. You can be a producer of shows, a sponsor of a program or series of programs, a volunteer, a performer, a reporter, an artist, or a viewer. The following procedures are designed to allow you to participate in community access television in any or all of the above ways with as little difficulty as possible.

- **3.1.2** If interested in participating in WTV Channel 21, contact the Station and/or Programming Manager to arrange a meeting to discuss your ideas and plans and the procedures for getting started.
- **3.1.3** If you intend to produce yourself, or be a crew member on another producer's project, you will need to be trained on the types of equipment you will be using and a member of the WTV to check out any equipment.

# 3.2.0 Training

- **3.2.1** Anyone wishing to operate any equipment at WTV Channel 21 must first be a member of the WTV Channel 21 and also be checked out for use on that equipment or system. Permission is granted after successfully passing a "hands on" test.
- **3.2.2** The following is a list of the training offered:
  - a. Studio Camera (basic) operates video cameras in the studio for a multi-camera production
  - b. Floor Manager (basic) responsible to communicate between the Director and the talent using hand and arm signals
  - c. Audio (basic) sets up and tests microphones or other audio equipment required for a production
  - d. Lighting (basic) sets up lighting to properly illuminate the set for the television cameras
  - e. Character Generator operator (basic) operates the Character Generator to place titles, graphics and credits over video
  - f. Character Generator (advanced) (prerequisite: basic) advanced features of the CG
  - g. Technical Director (prerequisite: all five basic subjects) supervises production crew during setup and breakdown and operates production switcher to transition between cameras and control graphics
  - h. \*Director (prerequisite: Technical Director) responsible to the Producer for successful completion of the production; gives instruction to all crew members on actions to take, including shot selection, talent cues, audio cues, graphics, video transitions; supervises crew in all aspects of the production
  - i. Producer (prerequisite: three of the first five subjects) originates production idea, organizes all production resources, schedules equipment and crew, provides all details to Director including production script; evaluates Director on completion of production
  - j. Remote Camera (prerequisite: Studio Camera and Audio) operates video camera in remote or single-camera shooting situations where recording (including audio) is done in camera
  - k. Video Editing edits video from remote or single camera shooting situations into completed program ready for cablecast
- **3.2.3** After successfully completing/passing training, you may receive permission to check out and use that equipment.
- **3.2.4** To register for training, call 530-669-1550 or email us through our website at <a href="www.woodlandtv">www.woodlandtv</a> on our "Contact Us" page.

# 3.3.0 Using Production Equipment

- **3.3.1** To avoid conflicts and insure fair usage, all equipment should be reserved for use by the producer at least forty-eight (48) hours in advance if possible.
- **3.3.2** To schedule equipment reservations, contact the WTV Channel 21 staff to check availability and make your reservation request. Portable equipment must be checked in and out at specified times and only under the supervision of a WTV Channel 21 staff member
- **3.3.3** The producer is to arrive at the WTV Channel 21 facilities at the scheduled time for pick-up of equipment. If the producer is going to be late, contact the Station Manager or Programming Manager. Failure to arrive on time or to contact WTV Channel 21 in advance of late arrival may result in forfeiture of the reservation and is a minor violation unless there is a reasonable explanation.
- **3.3.4** The member is to ensure the equipment is in good working order and make note of any damage or defect at the time the equipment is checked out in the equipment check-out log. Before being allowed to check out equipment, the producer must sign and have on file the appropriate "Equipment Usage Agreement" form (Appendix D).
- **3.3.5** An adult must accompany the member under 18 years of age for both equipment check-in and check-out. The accompanying adult must co-sign the Equipment Usage Agreement and accept full financial responsibility for any loss or damage to said equipment.
- **3.3.6** The member assumes full responsibility for any and all equipment that is checked out in his/her name. This personal liability includes loss or damage incurred, other than normal wear and tear, for which the producer may be charged.
- **3.3.7** On location, no one other than the member shall be allowed to operate WTV Channel 21 equipment. The person who signs for the equipment incurs full financial liability for any equipment loss or damage and agrees to pay all costs for repair or replacement of damaged and/or lost equipment.
- **3.3.8** The member agrees not to tamper with, and not to attempt or permit unauthorized repairs of equipment. Such actions are subject to suspension or revocation of equipment and facilities use privileges.
- **3.3.9** The member agrees to inform WTV Channel 21 of any loss and/or damage to equipment upon return of WTV Channel 21 equipment. Those who fail to report equipment damage during check-in are subject to suspension or revocation of equipment privileges.
- **3.3.10** To ensure equipment availability, all equipment checked out must be returned to the WTV Channel 21 facility at the time specified at check out and a finished program given to the station within 2 weeks after the equipment check in date. The member agrees to return all equipment to WTV Channel 21 at the time indicated on the check-out form. If WTV Channel 21 is not contacted by the member who checked out the equipment within twenty-four hours of the return time for check-in, the equipment **may** be considered stolen and could be reported to the police. Those members who return equipment more than twenty-four hours late are subject to suspension or revocation of facility and equipment use privileges. A \$10 per day fine may apply to each item of equipment returned after its scheduled check-in time.

**3.3.11** All equipment being returned must be visually inspected and checked in by a WTV Channel 21 staff member. During equipment check-in, the supervising WTV Channel 21 staff member will check for any equipment malfunction or damage. The member shall be held responsible for any damage to, or loss of, equipment. The member will have thirty days to make satisfactory agreements with the WTV Channel 21 for the payment of costs of repair or replacement of any equipment loss and/or damage. Unless the Board of Trustees has approved an extended payment schedule, all payments must be made within thirty days from the date of damage or loss. All WTV Channel 21 facilities and equipment use privileges will be suspended until satisfactory agreements for payment are made.

# 3.4.0 Scheduling a Show

- **3.4.1** All finished programs will be broadcast at least once. Schedule times for programs are the responsibility of the Programming Manager.
- **3.4.2** The WTV Channel 21 video playback system is capable of broadcasting MPEG2 NTSF format only. Programs on other formats must be transferred to this format prior to delivery to WTV Channel 21, in order to be broadcast to the community.
- **3.4.3** All programs submitted for broadcasting must be accurately labeled and slated with the program title, producer's name, date of production, and total run times (TRT). If a producer uses their own equipment to produce a program, they must indicate the above information on the DVD or on notes accompanying a video/audio file and by stating 'independently produced'.
- **3.4.4** No program produced or shown at WTV may break copyright law. This includes the use of copyrighted music, and/or TV and film clips without permission. Copyrighted material may be used only if written permission has been obtained from the copyright owner (record company, film studio, TV station, etc.) by the producer and submitted to WTV. The use of copyrighted material under the "fair use" guidelines will be permitted.
- **3.4.5** To have a program broadcast, a producer or sponsor must contact the Programming Manager or Station Manager. The Programming Manager shall make the initial determination whether the submitted program is acceptable for the WTV Channel 21 schedule, or whether the proposed program should be shown during a restricted time-slot, or rejected altogether for cablecast on WTV Channel 21. (See Appendix C "Obscene or Potentially Objectionable Content".) All programs determined by the Programming Manager to be subject to restricted time-slots or rejected altogether may be referred to the WTV Channel 21 Board of Trustees for final determination of the appropriateness of the proposed program. The Programming Manager makes all final scheduling decisions, to include when the file will be available for video on demand. The Programming Manager will give all videos submitted for airing which are determined acceptable for regular rotation equal opportunity to be aired in the regular weekly schedule rotation. The Programming Manager will cablecast restricted programs only during time periods designated appropriate for the restricted programs, as determined by the Board of Trustees.
- **3.4.6** Finished programs must be physically delivered to WTV Channel 21 prior to the station's deadline (every Tuesday) in order to be listed in the newspapers schedules and appear in programming. 'Promise' of completed shows is not considered finished and can not be included in any program schedule.
- **3.4.7** The producer's and/or sponsor's signed WTV Channel 21 Statement of Compliance must be on file before any program will be scheduled for broadcast, as well as proof of residency by the producer and/or sponsor.
- **3.4.8** All DVDs submitted for broadcasting become the property of WTV Channel 21 TV and will not be returned.
- **3.4.9** The program will be retained in the playback files as long as it is deemed timely. The Programming Manager will then determine whether the program should be archived for future airing or deleted from the video playback system.

- **3.4.10** WTV Channel 21 may schedule subsequent showings of programs beyond the playback time requested by the producer. The producer may limit additional playback by communicating in writing this request to the Programming Manager (<a href="mailto:programming@woodlandtv.org">programming@woodlandtv.org</a>) the limits of on-air playback.
- **3.4.11** WTV Channel 21 may use these programs or portions of them to promote community television. Independent producers or sponsors of 'non-resident' programs may or may not elect to allow WTV Channel 21 to use portions of their programs.

#### 3.5.0 Non-Resident Programs

Non-Resident programs, are programs not produced by WTV Channel 21 members as defined in section 2.2.0.

- **3.5.1** Unsolicited Non-Resident programs may be broadcast on WTV Channel 21 but must first be endorsed by one WTV Channel 21 member. This WTV Channel 21 member must sign a WTV Channel 21 Statement of Compliance. (See Appendix A) and a "Non-Resident Program Request for Broadcast Form" (See Appendix B).
- **3.5.2** The WTV Channel 21 Staff may solicit non-resident programs to be broadcast on WTV at their discretion.
- **3.5.3** Non-Resident programs along with its community endorsers must comply with, and meet all the requirements governing producers and programs produced by Channel 21 members and WTV Channel 21.
- **3.5.4** The scheduling of non-resident programs for broadcast shall be within the discretion of the WTV Programming Manager and WTV Channel 21 Board of Directors.

# 3.6.0 Placing Public Service Announcements (PSAs) on the Community Bulletin Board.

A PSA is an announcement intended to provide a service to the public. PSAs provide information about a non-commercial service in the public interest, announcements of upcoming public events or safety information.

- **3.6.1** Only non-profit or not-for-profit organizations, educational, and government agencies may place a PSA on the Community Bulletin Board (CBB). Political Campaign messages are prohibited.
- **3.6.2** The PSA may be presented to WTV Channel 21 by any of the following methods:
  - a. Web site form at www.woodlandtv.org
  - b. Email to programming@woodlandtv.org
  - c. In person at our office (with a pre-arranged appointment)
  - d. U. S. Mail to our PO Box
- **3.6.3** All PSAs should include the name of the sponsor, a contact person, and phone number where the public may obtain additional information.
- **3.6.4** All PSAs must be submitted a minimum of two (2) weeks prior to the event to guarantee placement of the PSA.
- **3.6.5** Video PSAs may be submitted to WTV by providing a DVD, flash drive or dropbox video to the station for uploading.

## 3.7.0 Copies of WTV Channel 21 and Member Produced Programs.

- **3.7.1** Copies of all programs produced by WTV Channel 21 Staff or volunteers who have used WTV Channel 21 facilities or equipment in the production of the program will be available upon a request for a fee of twenty dollars (\$20.00) per DVD. Requests for copies of programs will only be filled after the program is available for public distribution. Public distribution is defined as broadcast on the channels or available for viewing online via VOD (Video On Demand). Programs produced independent of WTV Channel 21 can be duplicated if the producer has indicated permission to do so by answering YES to question 3a on the compliance form.
- **3.7.2** Member producers of programs are entitled to a maximum of two free copies. Member producers are allowed to make additional copies (for free distribution only) using their own media format and may use WTV Channel 21 dubbing equipment when available. All labeling of additional copies is the Member producers' responsibility using their own supplies and equipment.
- **3.7.3** Member producers are not allowed to sell any DVDs or video footage that has been produced using WTV Channel 21 facilities or equipment.
- **3.7.4** Only copies of finished programs are available for purchase. At no time will raw footage be made available for purchase, reproduction, or review.
- **3.7.5** All programs produced by WTV Channel 21 are copyrighted by WTV Channel 21. All programs produced by WTV Channel 21 members are copyrighted to the individual member producer(s).
- **3.7.6** All purchased authorized copies of programs are licensed for *PRIVATE HOME EXHIBITION ONLY*. Any public performance, copying, or other use, without prior written consent of WTV Channel 21 is strictly prohibited. All other rights reserved.

# 3.8.0 Resolution of Disputes

When disputes or disagreements with the decisions and rulings of WTV occur, they will be resolved in the following manner:

- **3.8.1** The complaint must be submitted in writing to the Board of Directors within thirty (30) days after the dispute arises. The Board's decision will be passed down in writing within two (2) weeks after submission.
- **3.8.2** The complainant may then request in writing, within thirty (30) days of the Board's decision, an appeal in person to the WTV Channel 21 Board. A final decision will be communicated in writing by the WTV Board within two (2) weeks after the meeting.

This Page Left Blank On Purpose Woodland TV (WTV) Channel 21 P.O. Box 1352 Woodland, CA 95776 Telephone: 530-669-1550 www.woodlandtv.org

Name of Member:		
Address:		
Telephone Number:		
Cell phone Number:		
•		
Email address:	 	 
Name of Brograms		
Name of Program:		 

- 1. I am familiar with the nature of this program and accept full responsibility for its content.
- 2. I understand that the following material is prohibited. I alone am responsible to make sure the program contains none of the following:
  - a. Advertising material designed to promote the sale of commercial products or services of material which identifies any product, service, trademark or brand name in a manner which is not related to the non-commercial use of such a product, service trademark or band name on the program
  - b. Commercial programming which is whole or in part depicts, demonstrates or discusses products, services or businesses with the intent or substantial effect of benefiting or enhancing a profit-making enterprise
  - c. The direct solicitation or appeals for funds or other things of value for any and all purposes except for non-profit organizations
  - d. Material which is obscene as defined in the WTV Channel 21 policy manual
  - e. Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local laws
  - f. Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright or which may violate any local state of federal law
  - g. Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons or creating a public nuisance
  - h. Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services
  - i. Political Campaign advertising
- 3. I have obtained all the clearances and releases (permissions) from any and all organizations, individuals and groups that are necessary to legally tape and cablecast this program.
- 4. In recognition of the fact that neither WTV Channel 21 staff nor any employees or representative of the City of Woodland or the contracted cable company are censoring the

content of this program, I understand and agree to indemnify and hold harmless WTV Channel 21, the City of Woodland and the contracted cable company from and liability of other injury (including reasonable costs of the defending claims of litigation) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state and/or federal authorities for claims of libel, slander, invasion of privacy, or infringement of common or statutory copyright for unauthorized use of trademark, trade name, or service mark for breach of contractual or other obligation owing third parties by company.

- 5. I am aware that WTV Channel 21 studio and its equipment cannot be used for financial gain or other commercial purpose. I understand that all programs made utilizing the WTV Channel 21 studio and equipment must be cablecast on Channel 21 unless such use has been specifically outlined as an exception in the Policies and Procedures.
- 6. I understand that, subject to 10.c below, any program produced using WTV Channel 21 facilities or equipment may be copied as stated in the Policies and Procedures, upon request.
- 7. I understand that the WTV Channel 21 staff may cablecast this program as often as they deem appropriate.
- 8. I understand that the WTV Channel 21 staff may make this program available for viewing on-line at any time they deem appropriate.
- 9. I understand that this program may be shared with other PEG stations.
- 10. Please complete the following:
  - a. Does this program or series contain nudity, extreme violence or profanity? YES / NO
- b. Were WTV Channel 21 facilities or equipment used to produce any part of this program or series? YES / NO
- c. If no (to question b. above), and as per the WTV Channel 21 Policy and Procedure manual, may the WTV Channel 21 staff copy this program upon request? YES / NO
  - d. If no (to question b. above), and as per the WTV Channel 21 Policy and Procedure manual, can this file be available for viewing via the internet or video on demand if the WTV staff chooses?

YES / NO

Signature:	 	 	
Date:			

If the producer/endorser is a minor, a parent or legal guardian's signature is required.

Signature of parent/guardian:	 	
Date:	 	
Print Name:		
Address:	 	
Telephone Number:	 	
Cell phone Number:	 	
Email address:		

This Page Left Blank On Purpose Appendix B Non-Resident Program Request for Broadcast Form (2 pages)

> Woodland TV (WTV) Channel 21 P.O. Box 1352 Woodland, CA 95776 Telephone: 530-669-1550 www.woodlandtv.org

Name of WTV Channel 21 Member:
Address:
Telephone Number:
Cell phone Number:
Email address:
Name of Program:
Request for Individual Program: YES / NO
Request for Series Program: YES / NO
Name of Producer:
Program Description:
Length of Program: PreRoll: TRT:
What is the basis for your sponsorship of this program?
Sponsor's Signature:
Date:

If the producer/ sponsor is a minor, a parent or legal guardian's signature is required.
Signature of parent/guardian:
Date:
Print Name:
Address:
Telephone Number:
Cell phone Number:
Email address:

**Signed Compliance Form Attached** 

# Appendix C Obscene or Potentially Objectionable Content

Woodland TV (WTV) Channel 21 P.O. Box 1352 Woodland, CA 95776 Telephone: 530-669-1550 www.woodlandtv.org

- **1.** Material is "obscene" or "potentially objectionable" if, considered as a whole, to the average person:
  - a. When applying the contemporary standards of the county within which the obscenity offense was committed, its predominant appeal is to the prurient interest in sex, that is, an interest in lewdness or lascivious thoughts;
  - b. It depicts or describes sexual conduct in a manner as explicit as to be patently offensive;
  - c. It lacks serious literary, artistic, political or scientific value;
  - d. It contains excessive profane language;
  - e. It contains nudity or sexual activity;
  - f. It contains extreme physical violence, degradation or bullying
  - g. It contains a graphic depiction of medical procedures.
- 2. "Predominant appeal" shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience.
- **3.** "Child" means a person under the age of 18.

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# Woodland TV (WTV) Channel 21 P.O. Box 1352 Woodland, CA 95776 Telephone: 530-669-1550 www.woodlandtv.org

Name of Member:
Address:
Telephone Number:
Cell phone Number:
Email address:
Equipment the member has been approved to check out/use:
Review of Equipment with staff: YES / NO
Staff Member Name:
Date of equipment review with the member:
Member's Signature:
Date:

If the member is a minor, a parent or legal guardian's signature is required for authorization.
Signature (Parent or Legal Guardian):
Date:
Print Name:
Address:
Telephone Number:
Cell phone Number:
Email address:
WTV Channel 21 Staff Signature: WTV Channel 21 Staff Title:
Date:
The member (or parent or legal guardian if a minor) assumes full responsibility for any and all equipment that is checked out in his/her name. This personal liability includes loss or damage incurred, other than normal wear and tear, for which the member may be charged.
To ensure equipment availability, all equipment checked out must be returned to the WTV Channel 21 facility at the time specified at check out and a finished program given to the TV station within 2 weeks after the equipment check in date.
All equipment being returned must be visually inspected and checked in by a WTV staff member.
All equipment being checked in or out needs to be noted and signed for in the Equipment Check Out Log. This log lists the equipment checked out, date checked out, member name, member signature, and the staff member checking out.

**Signed Compliance Form Attached**