



Rules and Regulations

A Handbook for Community Producers

A Publication of
PEGASYS, Inc.
Community Access Television
For the City of Enid, Oklahoma

Revised

October 28, 1996

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December, 2002

July, 2004

September, 2007

PEGASYS, Inc.

RULES AND REGULATIONS

I. INTRODUCTION

Welcome to PEGASYS – Community Access Television! The staff and facilities of PEGASYS are here to help you explore television production and communication via your community television center. This handbook is intended to guide and assist you when using PEGASYS resources and to assist you in making the best program possible. All of the following Rules and Regulations shall apply unless superseded by any changes made in the PEGASYS Bylaws. If you have any questions about this handbook or the services PEGASYS offers, please ask the staff.

As with any effective service organization, PEGASYS will be constantly growing and changing to serve the needs of our community. Let us hear from you about how we can improve our services.

1.01 PEGASYS Mission Statement

“To provide communication and freedom of expression to all, through public access telecommunications for the Greater Enid Community.”

1.02 PEGASYS Vision Statement

“PEGASYS strives to be an indispensable communication resource for Enid and Northwest Oklahoma and a workplace and volunteer site where respect, confidence, and community are fostered.”

1.03 Brief PEGASYS History

PEGASYS began as a visionary idea in 1981 and became reality in 1985 when it was incorporated. Initially, PEGASYS went on the air in 1986 on Enid Channel 33 with bulletin board services. In 1987, PEGASYS was moved from the City Hall location to the Cherokee Strip Conference Center and the newly constructed studio facilities. The first day of regular programming aired on Channel 33 on May 18, 1987. PEGASYS started “live” telecasts of the Enid City Council and the Enid Board of Education meetings in early 1988. After expanding in 1990 by adding three editing rooms, PEGASYS once again expanded in 1996, constructing a second studio. In 1991, PEGASYS progressed to two channels by adding the Education Channel 34. In June 1993, PEGASYS moved to Enid Cable Channels 11 and 12. In January 1997, Channel 19 was added to the line-up.

1.04 Volunteers

The success of PEGASYS rests with its volunteers. A diverse volunteer Board of Directors governs PEGASYS with 14 members. All PEGASYS Board meetings are open to the public, and your input is encouraged and welcomed. The PEGASYS Board customarily meets the last Tuesday of every month at noon in the Cherokee Strip Conference Center.

As a volunteer, you keep PEGASYS alive. PEGASYS has only a small paid staff, so volunteers are our lifeblood, and the opportunities for volunteers are plentiful. You can assist in training, administrative functions, be a Board or committee member, be a producer, a cameraperson, an editor, a writer, director, an actor, an engineer, and the list goes on. Not only will you be contributing your time, knowledge, and interest to a unique community resource, you’ll also have a good time doing it. PEGASYS is an exciting and creative place to be.

1.05 PEGASYS Staff

The PEGASYS staff consists of a full-time Executive Director, Operations Manager, Production Manager, and Public Relations /Membership Coordinator. Other positions are filled on an as-needed basis, including Training Coordinator, Evening Production Coordinator, and Production Coordinator. In addition to the paid professional staff, volunteers are considered part of the PEGASYS work force. All volunteers are equal and have no authority over other volunteers unless professional staff has delegated this authority.

1.06 Location of Facility

PEGASYS television facilities are located in the Cherokee Strip Conference Center on the second floor. The address is:

123 W. Maine
Enid, Oklahoma 73701
VOC: (580) 237-0099
FAX: (580) 249-4944
www.pegasys.org

1.07 Hours of Operation

Monday – Tuesday 8:00am – 5:00pm (Evenings by appointment only)
Wednesday – Friday 8:00am – 9:00pm
(All other times by appointment only)

II. ELIGIBILITY

2.01 Community Producer Responsibilities

Anyone participating in any aspect of community access programming, including training, equipment and facilities use, and channel access shall comply with these PEGASYS Rules and Regulations. The community producer is responsible for treating the equipment and facilities with respect and care and for respecting the rights of others who use the community access resources.

2.02 Training, Equipment, and Facilities

Community Access training, equipment, and facilities shall be made available on a first-come, first-served basis to members in good standing, representing:

- A. Private citizens who are residents of, or who conduct business or other operations in, Enid, Oklahoma.
- B. Public or private organizations, institutions, and groups that are located in, or that represent the interests of, Enid, Oklahoma.
- C. Private citizens who are affiliated with such groups.
- D. All individuals who are at least 12 years of age. Minors must have an adult co-signer.

2.03 Channel Time

Community access channel time shall be made available free of charge on a first-come, first-served basis to individuals, organizations, institutions, and groups listed above. Any programming originating outside of the Enid area will require sponsorship by a PEGASYS member.

2.04 Annual Fees

- A. Individual members are required to pay an annual membership fee of **\$35** if they are a cable subscriber, **\$40** if they are not a cable subscriber.
- B. Members who are senior citizens (**65 years and older**) and full-time students are required to pay an annual membership fee of **\$15** if they are a cable subscriber, **\$20** if they are not a cable subscriber.
- C. Families (**up to 4 people in the same household**) are required to pay an annual membership fee of **\$70** if they are a cable subscriber, **\$75** if they are not a cable subscriber.
- D. Import producers are required to pay an annual membership fee of **\$75**.
- E. Organizational members are required to pay an annual membership fee based on their non-profit status and their annual operating budget as follows:

<u>Operating Budget</u>	<u>NON-PROFIT FEE</u>	<u>FOR-PROFIT FEE</u>
\$0 - \$50,000	\$100	\$125
\$50,000 - \$100,000	\$125	\$150
\$100,000 - \$500,000	\$150	\$175
\$500,000 +	\$175	\$200

Each individual representative of the organization must also pay an annual membership fee of **\$25** or **\$15** for seniors and students.

If any individual does more than one program for an organization, that organization must join PEGASYS at the organization membership rate.

A one-month grace period will be granted on annual fees. If fees are not paid within the one-month grace period, programs airing will be pulled.

III. PROGRAM OWNERSHIP AND DISTRIBUTION

3.01 Ownership/Copyright

Community producers retain ownership of the creative rights to the programs they produce and may register and establish a copyright at their discretion.

3.02 Intention

Programs produced with PEGASYS equipment and facilities must be intended **solely** for cablecast on a PEGASYS channel. Such programs may not be used for commercial (for profit) purposes or monetary gain.

3.03 Member Information and Liability Agreement and Indemnification Form

- A. Each PEGASYS member will be required to complete and sign a Member Information and Liability Agreement and Indemnification Form. Any minor must have an adult co-signer.
- B. The signer warrants that he/she will comply with PEGASYS rules on program content and that programs will not contain any of the following:
 - 1. Any advertising/material that promotes any commercial (for profit) product, service, or lottery.
 - 2. Any unlawful use of copyrighted material.
 - 3. Any material that is libelous, slanderous, or defamatory in character, or material that is an unlawful invasion of privacy.
 - 4. Any material that violates any law relating to obscenity.
 - 5. Any commercial (for profit) solicitation or appeal for funds, unless specifically for PEGASYS.
 - 6. Any material with fighting words or material that could be construed to cause incitement.
 - 7. Any material that violates local, state, or federal laws.
- C. If such material is cablecast on an access channel, only the producers, and not the operators, are liable.

3.04 First Use

Any program in which the community producer has made use of PEGASYS facilities and/or equipment must be cablecast as least once on a PEGASYS channel prior to, or concurrent with, cablecast on any other community access system and prior to any other form of distribution of public showing. Once a program is submitted for scheduling, it may not be removed from the premises to change, alter, or substitute a program on the day it is scheduled to air without the permission of a PEGASYS staff member. A person who removes a program without this permission is subject to sanctions outlined under "Minor Violation".

3.05 In-House Distribution

By requesting access to equipment and facilities, access producers agree that PEGASYS may use portions of their programs for non-commercial, promotional purposes.

3.06 Dubbing

Dubbing services are available for copying community access footage and programs produced with PEGASYS equipment and/or facilities. Videotapes of acceptable quality for dubbing may be provided by the community producer or may be purchased from PEGASYS. Copies ("dubs") may not be used for commercial (for profit) purposes.

- A. **Initial Copy** — All community producers are entitled to one initial dub of their completed program without a dubbing charge with tapes provided by the producer. Dubs should be completed prior to submitting programs for cablecast.
- B. **Cablecast Copy** — If a community producer chooses to make a "cablecast copy" (e.g., an import program) for playback on PEGASYS, a fee will not be charged.
- C. **Additional Copies**
 - 1. Dubbing fees will be charged for any additional copies after the initial copy and the cablecast copy. Multiple copies of the same program will be charged at a per-copy fee.
 - 2. If staff makes initial dubs or cablecast dubs for the community producer, dubbing fees will be charged and must be paid in advance of the dub being made.
 - 3. Extra dubs of shows made by community producers must be paid for at the time of the dub being made, or that community producer's PEGASYS facility privileges will be suspended until the bill is paid.
 - 4. PEGASYS reserves the right to make copies of programs for interested parties as a source of revenue for PEGASYS, with the producer's permission. This will not include copies for parties who want to use the program for commercial (for profit) purposes.

A dubbing rate sheet may be obtained from PEGASYS staff.

3.07 **Payment for Labor / Production Costs**

A community producer may be paid by a third party for labor and/or production costs associated with a community access program provided that the producer submits a Third Party Agreement to PEGASYS prior to receiving any payment for labor and/or production costs. The third party, the producer, and the PEGASYS Executive Director must sign the agreement. All parties understand that:

- A. Programs produced with PEGASYS equipment and/or facilities are intended for cablecast on the access channels and may not be used for commercial (for profit) purposes.
- B. Access equipment and facilities are available to all at no cost for use in the production of programs for the community access channels.
- C. Access channel time is free of charge.
- D. PEGASYS is not responsible for the content and quality or the production process of the program.
- E. A producer may not charge for use of access equipment, facilities or channel time, and all such use must be in compliance with the policies of PEGASYS.

Third Party Agreement forms may be obtained from staff.

3.08 **Commercial Distribution**

A restriction to the community producer is that the individual, community organization, or any of its members may not use the program or any of its out-takes for commercial profit or gain. The intent of this clause is to encourage productions and programming which best serve the Enid community and to not singly profit any individual or organization. In the event that a PEGASYS community producer's finished program or PSA is resold, or if the producer gains monetarily from the sale, PEGASYS will retain 50% of the monetary support or the following fees, whichever is the lesser amount:

- A. Field Production, single camera = \$65 per hour.
- B. Post-Production and Editing time = \$50 per hour.
- C. Studio = \$150 per hour.
- D. Remote Truck = \$150 per hour.

Note: The fees mentioned above are subject to change according to current industry prices

IV. **TRAINING**

4.01 **Television Production Training**

An orientation will be included in the Basic Studio Production classes to make potential community producers aware of the community access mission and the availability of production equipment and facilities. Orientation is also required prior to taking a proficiency test.

PEGASYS provides the following types of basic television production training to individuals and organizations. All classes are free to PEGASYS members.

- A. **Basic Studio Production.** Includes new member orientation, basic camera, audio/lighting, studio, Compix operation, truck production, and editing. Includes volunteering on at least one truck production. Basic is a requirement for certification, further training, or usage of the facilities of PEGASYS. See staff for dates and times
- B. **Advanced Field Production and Editing.** Includes advanced studio production, advanced truck production, and field production. Also includes advanced non-linear editing on the Avid system. See staff for dates and times.
- C. **Workshops.** Scheduled when requested or a need arises, class topics vary from workshops on Remote Truck Production, Advanced Non-Linear Editing, Lighting, On-Camera Talent, Audio, Character Generator, and numerous others. These extra workshops are not required.

4.02 **Certification**

Community access equipment and facilities are available only to certified access producers. Certification is available in the following ways:

- A. **Classes.** Attendance at the Studio Production, Field Production, and Editing training sessions, as well as volunteering on a Remote Truck Production, is required.
- B. **Proficiency Tests.** Experienced producers may schedule a proficiency test with a member of the production staff. The producer is also required to provide sample footage from a previous production.
- C. **Refresher Courses.** Access producers certified through PEGASYS who have not been active for a one-year period are required to schedule a refresher meeting with a member of the production staff in order to review equipment and facilities.

V. **EQUIPMENT AND FACILITIES**

5.01 **Available Equipment and Facilities**

A. Community producers are authorized to use any community access equipment and facilities for which they are certified. The following types of production equipment and facilities are available.

- 1. **Field Equipment** — Numerous cameras, lights, audio equipment, tripods, etc. for portable "field" or "location" shoots.
- 2. **Studio A** — The larger of the two studios, used for "live" or videotaped programs with up to three cameras.
- 3. **Studio B** — The smaller of the two studios, used for "live" or videotaped programs. This studio is geared toward smaller (1-2 person crews).
- 4. **Three Linear Editing Rooms** — Used to edit videotapes into a finished program for cablecast.
- 5. **Two Non-Linear Editing Room** — Advanced editing on a computer.
- 6. **Dubbing Room** — Used to dub initial copy from master tape. Also used for other dubbing. See PEGASYS dubbing rate sheet.
- 7. **Remote Production Truck** — "Studio on wheels" used on locations for "live" or videotaped programs with up to three cameras.
- 8. **Special Equipment Needs** — PEGASYS will work with producers to meet special equipment needs, subject to staff and equipment availability
- 9. **Bulletin Board** — Any individual, organization, or entity may place non-commercial announcements on the PEGASYS Bulletin Board system by mailing, faxing, emailing, or hand delivering content to the PEGASYS Studios. No verbally transmitted (e.g. phone calls) information will be accepted. The following will not be posted:
 - a. Ads for political campaigns
 - b. Persons seeking employment
 - c. Commercial businesses seeking employees
 - d. Any information regarding the sale of goods and/or services

In order to maintain broadcast standards, PEGASYS reserves all artistic license in regard to the design of all announcements. PEGASYS reserves the right to edit material submitted. Images and/or text of an offensive nature will not be accepted; nor will any material protected by copyright.

- B. **Equipment Insurance** – An equipment insurance policy may be purchased by an individual member of PEGASYS for \$25 annually and will provide the community producer with coverage of the Studio Equipment Insurance Deductible of \$250 or the Field Equipment Deductible of \$500 if an accident should occur with equipment while in their possession. The member will be required, regardless of having equipment insurance, to pay the cost of shipping, with delivery insurance, for any damaged equipment that must be sent in for repair. This does not remove the responsibility of careful handling of all equipment by a community producer. This does not cover a producer if equipment is lost, stolen, or damaged by negligence.

5.02 Facility Rules of Conduct

- A. **Anti-Harassment and Anti-Discrimination.** PEGASYS is committed to maintaining both a working and learning environment that is free of discrimination and harassment. Any staff member or volunteer working with PEGASYS who is found to have engaged in harassment or discriminatory behavior shall be subject to suspension and possible further sanctions.
- B. **Right to Refuse Services.** The PEGASYS staff reserves the right to refuse service to any person whose actions or conduct hinder the activities of access producers or staff members. Persons hindering producers or staff will be asked to leave the facility and will be subject to sanctions. Denial of service may be appealed in writing to the Executive Director.
- C. **House Rules**
 1. No smoking in the facility or the remote truck
 2. No food or drink in control rooms or editing rooms.
 3. No long distance telephone calls.
 4. No firearms allowed in the facility unless authorized by staff.
 5. Office supplies and equipment located at PEGASYS are not available for use by producers without prior consent.
 6. No programming may be cablecast without staff authorization.
 7. No alcohol or illegal drug use is permitted while using field equipment, studios, editing rooms, or the remote truck.
 8. No unauthorized equipment maintenance or disassembly allowed.

VI. SCHEDULING EQUIPMENT AND FACILITIES

6.01 The Pre-Production Meeting

One pre-production meeting is required per individual program or series. Additional pre-production meetings may be scheduled with staff as needed. Before reserving PEGASYS equipment, the community producer is required to complete a Program Plan form and then meet with a staff member to discuss the program. This will:

- A. Assist the producer in deciding what equipment, facilities, and videotape will be needed for the proposed production.
- B. State that the producer has read and understood the PEGASYS Rules and Regulations.
- C. Assist the producer in pre-production.

6.02 Equipment and Facilities Reservation

The access producer may make equipment and facilities reservations during or after the pre-production meeting. Reservations may be made by phone or in person.

- A. A producer who is more than 15 minutes late in claiming reserved equipment or facilities is subject to loss of the use of the reserved time for equipment or facility and to a minor violation unless an extension is authorized by staff prior to the reservation time.
- B. A special agreement/contract will be signed by the producer and PEGASYS for use to develop special blocks for those with special needs to enable them to complete programs, within reason.

6.03 First-Come, First-Served

Equipment and facilities are available to certified producers on a first-come, first-served basis.

6.04 Field Equipment

- A. Field equipment may be reserved for a period not to exceed 24 hours. If equipment is checked out on Friday evening, it must be returned Monday by 12:00 pm, unless otherwise authorized by staff. Only one camera per member may be checked out at one time.
- B. Field equipment may be reserved up to two weeks in advance for individual program producers and up to six weeks in advance for series program producers.
- C. In case of a multi-camera production, each member may only check in/out one camera. Additional members must be present to check in/out additional cameras.
- D. Producers are responsible for reserving any additional accessories.

6.05 Studio Use

- A. The studios may be reserved for a period not to exceed four hours per producer per day, unless otherwise authorized by staff.
- B. The producer and the crew are responsible for setup and strike of studio sets. Staff will assist, if available, but the primary responsibility is with the producer.
- C. Studios may be reserved up to four weeks in advance for individual program producers and up to 13 weeks in advance for series program producers.

6.06 Editing Equipment

- A. Editing equipment may be reserved for a period not to exceed four hours per producer per day, unless otherwise authorized by staff.
- B. Editing equipment may be reserved up to two weeks in advance for individual program producers and up to six weeks in advance for series program producers.
- C. If Studio A is booked for post-production, you will be bumped to Edit #1 or Studio B if another producer needs it for studio production.

6.07 Remote Production Truck

- A. For each mobile production, a pre-production meeting is required with staff, the producer, and the crew.
- B. The truck may be reserved for eight hours (including travel, setup, production, and strike), unless otherwise authorized by staff.
- C. The producer and the crew are responsible for setup and strike of remote truck equipment. The truck technician will assist in this process.
- D. The truck must be reserved two weeks in advance and be authorized by staff. A staff person will oversee the production.

- 6.08 Eating / Drinking / Smoking / Tobacco in Facilities**
No food or drink is allowed in any control room, editing suite, or the remote truck. Food and drink are allowed in the studio only with prior approval of staff. Smoking and all other tobacco use is not allowed in any of the facilities.
- 6.09 Equipment Checkout**
Community producers are required to arrive at the scheduled checkout. A staff member will enter the information into FACIL, the database management system.
- 6.10 Equipment Testing at Checkout**
The community producer is responsible for determining that portable equipment is in good working order at the time of checkout. PEGASYS recommends that the producer set up and test all equipment before leaving the access center. Any malfunctions must be reported to the PEGASYS staff.
- 6.11 Camera Batteries**
It is the producer's responsibility to make sure he/she has charged batteries at the time of equipment checkout. The producer may call PEGASYS staff to confirm that charged batteries will be available the day before a shoot. PEGASYS staff will make every effort to keep batteries charged.
- 6.12 Equipment / Facilities Use by Minors**
Certified producers under the age of 18 must have an adult co-signer to use PEGASYS equipment and facilities. The adult and minor co-sign the Membership Information and Liability Agreement and Indemnification Form and all Equipment Check-Out Forms. The adult accepts full responsibility for loss or damage of equipment ON behalf of the minor.
- 6.13 Canceling a Reservation**
Community producers who have reserved equipment or facilities they cannot use are asked to notify staff as soon as possible so that these resources may be reassigned to others.
A. Notification of any cancellation is required 24 hours prior to the reservation time.
B. A producer who makes more than three cancellations within a 30-day period without providing at least 24 hours advance notice is subject to the sanctions outlined under "Minor Violations."
- 6.14 "No Shows"**
Community producers who reserve equipment or facilities who do not show up and do not call in advance to cancel reservations are subject to sanctions outlined under "Minor Violations."
- 6.15 Equipment Check-In**
A. The community producer is required to return all equipment at or before the check-in time specified, unless otherwise authorized by staff. Failure to do so will be subject to sanctions outlined under "Minor Violations."
B. The community producer is responsible for assuring that all equipment is undamaged and in working order and is liable to compensate PEGASYS for repair or replacement costs resulting from any damage or loss that might occur while the equipment is in the producer's possession.
- 6.16 Equipment Malfunction / Unavailability**
A. If any community access equipment fails to properly operate for a community producer, or if for any reason PEGASYS cannot provide operational equipment to the producer as scheduled, the producer will be provided with substitute equipment or facilities or will be given priority use at a future time.
B. Producers are required to report any equipment malfunction to staff. If reports are not made, the producer may be subject to sanctions under "Minor Violations."

VII. VIDEOTAPE POLICIES

- 7.01 Videotape Provisions**
A. Access producers must provide their own videotapes for recording original material. Tapes may be purchased from PEGASYS or any other source that supplies quality videotape. The community producer shall assure PEGASYS that his/her videotape is either new or of a quality sufficient to prevent damage or excessive clogging to recorders. Tapes must be able to play relatively free of "drop-outs" and "glitches." Inadequate tapes will be rejected. Check with staff for preferred brands
B. If the producer is unable to provide videotapes, PEGASYS will loan recyclable tape stock to the producer for a period not to exceed 60 days, subject to tape availability.
- 7.02 Videotapes Provided by Producer**
PEGASYS will provide checkout recyclable tapes to the community producer for the purpose of compiling a final, edited master.
A. The number of tapes loaned shall be determined in the producer's pre-production meeting with staff.
B. Unless authorized by staff, all tapes owned by PEGASYS will remain at the access center except when checked out with production gear.
- 7.03 Removing Videotapes**
Producers must receive permission from the PEGASYS staff to remove videotapes from the access center that have been scheduled for cablecast and must complete a Check-Out Form.
- 7.04 Checking Out Master Tapes Not Scheduled for Cablecast**
A community producer may checkout his/her program master only through a staff member, who will enter the check-out in FACIL, the database management system.
A. If someone other than the producer of that program would like to check out a master, he/she must first contact the producer and obtain a signed Release Form from the producer.
B. All master tapes that are checked out must be returned, unless the community producer wants to purchase the program for the cost of replacement videotape. PEGASYS may decide to keep a dub in the PEGASYS archives.
- 7.05 PEGASYS-owned Videotapes (READ CAREFULLY)**

Community access programming on PEGASYS tape stock is subject to erasure following the last scheduled playback on the community access channels.

- A. Producers who have programs on PEGASYS tape stock must have their copies made prior to submitting the program for scheduling.
- B. Producers may purchase their master tapes for the cost of replacement videotape.

7.06 **Saving Programs (READ CAREFULLY)**

Normally, programs will air for one month and then IMMEDIATELY be recycled. Arrangements must be made prior to cablecast, and labels saying "SAVE" must be on the tape and the tape case if a producer does not want his/her program to be recycled immediately.

- A. If a **single program** is marked SAVE, it will be saved for three months. It will then be recycled, or it may be purchased by the community producer for the price of a replacement videotape.
- B. If a **weekly/biweekly series** is marked SAVE, after 12 programs have been saved, the series' programs will be recycled as additional programs are produced, always keeping a total of no more than 12 programs in the library, or the community producer may purchase the tape for the price of a replacement videotape.
- C. If a **monthly series** is marked SAVE, after six programs have been saved, the series' programs will be recycled as additional programs are produced, always keeping a total of no more than six programs in the library, or the community producer may purchase the tape for the price of a replacement videotape.
- D. A program may also be selected for the PEGASYS archives.

7.07 **The PEGASYS Archives**

Programs produced through PEGASYS may be selected for the PEGASYS Archives. Such programs document unique community events or perspectives of social and/or historical value. Archive Request Forms are available. Staff will decide which programs will be selected for the PEGASYS Archives.

VIII. **CHANNEL ACCESS**

8.01 **Channel Use**

Use of PEGASYS channel time, as well as facilities and equipment, is scheduled on a first-come, first-served basis with some accommodations made for series programming. Programs will be scheduled at least once and will air more often at the staff's discretion.

8.02 **Community Bulletin Board Messages**

PEGASYS accepts messages to be displayed by character generation (text letters and numbers) on the community access channels. Guidelines and forms for community bulletin board messages are available at the access center. A citizen or organization is not required to be a PEGASYS member to use the bulletin board service. **All messages must be non-commercial.**

8.03 **Access Radio**

Community producers may have access to "audio only" air-time. This is defined as access radio. The Executive Director must give permission for this activity. The following guidelines apply:

- A. A Program Plan must be submitted in writing to the PEGASYS staff and Executive Director for review.
- B. All programming in this manner must follow FCC and PEGASYS programming guidelines.
- C. Air time for access radio will be outside of regularly scheduled programming and will air during the scheduled community bulletin board hours.

8.04 **Submitting and Scheduling Access Programs**

- A. Cablecast Request Form. Any program submitted for scheduling must be accompanied by a signed Cablecast Request Form.
- B. Community producers may submit completed Cablecast Request Forms to the PEGASYS staff once their programs are completed.
 - 1. Producers who want copies of their completed programs must obtain dubs prior to submitting the programs for scheduling.
 - 2. The PEGASYS staff will schedule programs a minimum of 10 to 14 days in advance of cablecast in order to include them in TV listings
 - 3. While the community producer may request specific cablecast dates and times, the final scheduling decision is made by PEGASYS staff.

IX. **PROGRAM POLICIES**

9.01 **Program Content**

PEGASYS will strongly uphold every individual's and organization's right to free speech. Recognizing that there are many concerns within the Enid community, we affirm that this community has the right to define for itself a "community standard."

No individual will be denied access to the PEGASYS facilities on the basis of race, sex, physical disability, religious or political belief, or the nature of the programming interest.

- A. The areas prohibited from appearing on the public access channels are those outlined here or as stated by law. These include, but are not limited to, ADVERTISING, SOLICITATION FOR COMMERCIAL (FOR PROFIT) FUNDS, LOTTERIES, OBSCENITY, DEFAMATION OR LIBEL, FIGHTING WORDS, and INCITEMENT. If such material is cablecast on an access channel, only the producers, and not operators, are liable.
- B. NO FORM of commercial (for profit) content is allowed on PEGASYS channels. Do not mention prices or invite the viewer to visit a commercial (for profit) establishment. If you are not sure if your content is commercial (for profit) or not, err on the conservative side or ask a staff member.
- C. Non-profit organizations are allowed to mention the sale of tickets, merchandise, admission price, or ask for donations, provided that it is stated that ALL proceeds go to a non-profit entity. Any group or individual conducting any fund-raising event must be endorsed by the benefiting organization, which has been determined by the Internal Revenue Service to be non-profit. At their discretion, PEGASYS staff may require proof of non-profit status before airing any program or announcement.
- D. If it is decided that any program has controversial content, content suitable for adults only, or generates complaints from the public, staff may require a producer to add a 15-second video and audio disclaimer and sponsorship credit at the beginning and end of the program (See 9.02). Staff may also schedule the program to a more appropriate time after 10 p.m., request that the community producer modify the program, or remove it from being aired entirely.

9.02 **Potentially Objectionable Program Content**

PEGASYS requires that a producer provide notice to cable viewers in the event that his/her program contains potentially objectionable content. Potentially objectionable content can include, but is not limited to, profane language, nudity, extreme physical violence or degradation, and graphic depiction of medical procedures.

A. If a program includes any of these elements, a viewer advisory must be included at the beginning of the program stating:

**”The following program contains material
which some viewers may find objectionable
or inappropriate for viewing by children.”**

B. If it is decided that any program has controversial content or content suitable for adults only, or if it generates complaints from the public, PEGASYS staff may require a producer to add the following disclaimer and sponsorship credit at the beginning and end of the program. Staff may also schedule the program to air at a more appropriate time after 10:00 pm, request that the community producer modify the program, or remove the program from being aired entirely.

**“The views expressed on this program
do not necessarily reflect those of
PEGASYS, the City of Enid, or Suddenlink Communication.”**

1. The viewer advisory must be read aloud and displayed on screen for 15 seconds.
2. Responsibility for including the viewer advisory rests with the program’s producer or local sponsor.
3. For programs with potentially objectionable content, a producer or local sponsor who submits the program without a viewer advisory is subject to sanctions outlined under “Minor Violations.”

9.03 Acknowledgment of Access Facilities

All programs produced with PEGASYS equipment and facilities and any copies must clearly acknowledge the provision of the equipment and facilities. The following wording is required on all programs:

**“This has been a
Public Access Program
produced through the facilities of
PEGASYS, Inc., Enid, Oklahoma.
© your name, current year”**

A producer who submits a program produced with PEGASYS equipment and facilities without this acknowledgment is subject to sanctions outlined under “Minor Violations.”

9.04 Program Producer Credits

All programs must include the full name of the producer. This is applicable to all locally originated and all import programs.

9.05 Political Programming Policy

Community producers may submit political programming, but this programming must be separate from their series programming and run as a single program for tracking purposes. Community-produced political programming that advocates for or against a candidate for public office will be limited to five showings. No programs of this type will air during the final seven days prior to the election.

9.06 Sponsorship of Import Programming

Non-locally produced programming will be cablecast only if an individual or organization within the community sponsors it. PEGASYS may also sponsor import programming that it deems valuable to the community.

- A. Local sponsors of import programming shall be responsible for obtaining clearance in writing to cablecast the program and shall include their full names, as the local sponsors, to be cablecast with the program.
- B. The person or organization providing the import programming will pay for all shipping costs.
- C. A local sponsor must be a PEGASYS member. If the program is sponsored by an organization, the organization must join PEGASYS at the organizational membership rate.
- D. There is no charge for imported programs to a PEGASYS member who has a current membership and formats the program to PEGASYS standards.
- E. Import programs submitted must follow the stated rules for locally produced programs.
- F. An Import Programming Request Form and a Cablecast Request Form must be submitted for the Import program to air.
- G. If it is decided that any program has controversial content, staff will require the sponsor to add a video with audio 15-second on-camera disclaimer and sponsorship credit at the beginning and end of the program.
- H. If 25% or more of program content is not locally produced, it will be considered an Import Program. This is for the purpose of VideoFest entries.

9.07 Series Programs

A producer who submits programming on a regular basis will be granted a series time slot after two programs are submitted for cablecast. More than one series time slot may be granted based on channel time availability. New producers are from July 1st to June 30th of the following year.

- A. A series producer will be granted a time slot until the last week of June. In July, time slots are re-opened. New producers have priority on time slots to start the first week of July. Requests for renewals of original time slots may be denied if there is a request for the same time slot by a new series producer. In such case, an alternate time slot may be made available to the pre-existing series.
- B. The series producer must meet with a staff member for a pre-production meeting to discuss program ideas, resources, type of series and duration, production related information, a production plan, and schedule.
- C. Producers may have more than one series, but not to exceed more than three per producer. If the producer is unable to keep their multiple programming up to date, subtraction of a series may occur.
- D. If a producer fails to have a scheduled program prepared, a staff member will schedule a conference to attempt a remedy for the problem.
 1. If the producer fails to have a scheduled program prepared for two consecutive programs, the series will be canceled. The producer will not be granted a series time in the future without the permission of the Executive Director.
 2. Weekly and Bi-weekly Series Program. Prior arrangements must be made with staff as to the submission date for each new program.
 3. Monthly Series Program. Prior arrangements must be made with staff as to the submission date for each new program.
 4. Producers who habitually submit reruns for their series will lose their scheduled time slot. Reruns will then be subject to schedule availability as individual programming.

9.08 Live Programs

An access producer may request a time slot for a live program no less than three weeks and no more than 13 weeks in advance. Depending upon the complexity of the production, a planning meeting with the Operations Manager may be required.

9.09 Technical Standards

All edited masters (your program) must follow the PEGASYS standard format:

- A. There must be 22 seconds of "black" recorded at the front of your tape. If your program does not have this control track, the playback system will not air your program correctly.
- B. The total length of your program must be 29:00, 59:00, 89:00, 119:00, etc., starting at the end of the 22 seconds of black. All Edited Masters must begin with this standard format and not exceed the time allotted for the program, e.g., 29 or 59 minutes. The producer is responsible for making sure that the program times are accurate. If your program is short, PEGASYS has a Bumper tape and/or additional Filler material available for your use to ensure that your program conforms to the proper time lengths.
- C. The following PEGASYS credit must be included at the end of the program credits:

**"This has been a Public Access Program produced through
the facilities of PEGASYS, Inc. Enid, Oklahoma.
© Your name, current year"**

- D. In addition, the tape and tape case must be labeled with the following information (**please ask staff for correct tape labels**):
 1. Title of the program
 2. Name of producer
 3. Length of the program
 4. Air dates of the program
- E. The community producer is responsible for audio and video levels conforming to PEGASYS standards. There should be no audio or video dropouts on the submitted tape, and video levels must not be too low (dark) or too high (hot). The PEGASYS staff will help community producers ensure that their programs meet the technical standards.
- F. In cases where PEGASYS finds that a videotape is technically unacceptable for cablecast, staff will return the videotape to the producer and advise on how the problem can be corrected or avoided in the future. Any additional playback times will be suspended until a technically acceptable copy of the program is submitted.

9.10 Acknowledgment of Program Sponsors

An access producer may give credit to an individual, company, or organization which underwrites any of her/his production costs. Guidelines for sponsorship credits are available at the access center. The following wording is required at the beginning and/or end of all programming:

(sample)
**"The following programming is sponsored by
PEGASYS, Inc.
123 W. Maine
Enid, Oklahoma"**

9.11 Production

- A. **Pre-production.** Community producers are responsible for any crew needed for their productions. Any props needed other than those supplied by PEGASYS in the prop room are the responsibility of the community producer. PEGASYS encourages the use of personal props for diversification of projects.
- B. **Production.** The producer is responsible for all aspects of the production. The producer may assign duties to his/her volunteer crew as desired, but must remember the final responsibility is his/hers. Staff assistance as production crew is upon availability.
 1. A staff member will be available during all studio productions to answer questions or provide assistance. The staff will not serve as crew on any community producer's productions.
 2. All crewmembers assisting with any production must have a valid PEGASYS membership.
 3. Staff will be available for technical assistance, if requested, but will follow the final direction of the producer, unless equipment damage or failure could ensue. Artistic expression is ultimately up to the producer.
 4. Producers must make sure that their productions begin and end as scheduled. No studio production, whether starting early or late, will be allowed to interfere with the overall production schedule for that day. Productions not set-up within 15 minutes of scheduled time will automatically be canceled. Crewmembers will clean up after their productions, leaving the studio ready for the next production. Studio equipment, props, etc. should be returned to their appropriate places as soon as each production is completed.
- C. **Post-production.** Community producers can reserve editing time with the PEGASYS staff. Staff will be available to answer questions and assist with the editing process through the duration of a project.

9.12 Outside Funding Sources

PEGASYS users may seek funding for their programs from private and/or public sources. PEGASYS encourages producers to seek outside funding of productions so that the costs of planning, pre-production, production, props, and other aspects of the project can be off-set. Outside funding sources allow for alternatives during the production process and may add a dimension of quality to your production that may not be apparent in other projects.

9.13 Program Completion

Programs must be completed within 60 days of being shot. The PEGASYS staff or the Executive Director must approve extensions. If programs are not completed within 60 days, tapes are subject to be recycled without prior notice. Producers who fail to submit a program for air will be invoiced at the rates outlined in 3.08 unless excused by PEGASYS staff.

9.14 Filler Programming

Any program less than 15 minutes in length will be considered filler programming and may be used to "fill-out" another program to the required length of 29 minutes, 59 minutes, 89 minutes, 119 minutes, etc. Scheduling rules will not apply to filler programs.

X. RULE VIOLATIONS: SANCTIONS AND LOSS OF PRIVILEGES

To ensure that the community access equipment and facilities remain available and in good working order and to foster an environment of tolerance and respect, the following rules have been established:

10.01 Complaint Process

- A. Any access producer, staff member, or member of the general public may report rule violations to the Executive Director or the Production Manager by completing and signing a PEGASYS Register of Complaint form.
- B. If a PEGASYS staff member receives a complaint from a telephone caller, staff will complete a PEGASYS Register of Complaint form, but it must include caller's name and contact information.
- C. If the caller refuses this information, staff will follow the review process but will inform caller that he/she will not be notified of any actions taken.
- D. Upon verifying that a rule violation has occurred, the staff member will issue a written statement to the producer describing the rule violation, specific reasons cited, sanctions, and the appeal process.
- E. Sanctions will become effective immediately.

10.02 Rule Violations

A. Major Violations

1. Use of equipment and facilities for a purpose not related to production of a program for community access cablecast.
2. Breach of any Liability and Indemnification Form warranties.
3. Abuse or vandalism of equipment and facilities.
4. Return of equipment in damaged or unworkable condition, beyond normal wear and tear, or failure to return equipment through intent, negligence, loss, or theft.
5. Removal of equipment from the access center without proper checkout procedures and/or without signing an Equipment Check-Out Form.
6. Reserving or checking out equipment or facilities for use by a non-certified producer or a producer on suspension.
7. Failure to submit a signed Third Party Agreement before receiving payment for labor or production costs associated with a community access production in which PEGASYS equipment and/or facilities were used.
8. Attempted equipment maintenance or disassembly.
9. Violation of PEGASYS policies prohibiting discrimination/harassment in PEGASYS facilities.
10. Airing programming that contains commercial (for profit) content.
11. Violation of any other programming rule outlined in 9.01

B. Minor Violations

1. Failure to vacate studio or editing facilities when scheduled usage has ended.
2. Leaving trash or debris in PEGASYS facilities.
3. Failure to cancel an equipment or facilities reservation prior to the reservation time.
4. Late return of equipment without an extension authorized by a staff member.
5. Return of dirty equipment.
6. Operation of equipment or use of facilities in an incorrect, unsafe or inappropriate manner, which might result in damage.
7. Improper packaging of equipment for transport.
8. Reserving or checking out equipment for another producer unless specified and approved in advance.
9. Tardiness in excess of 15 minutes in claiming reserved equipment or facilities without an extension authorized by a staff member.
10. Canceling equipment or facilities reservations three times within a 30-day period with less than 24 hours notice.
11. Submitting a program where PEGASYS equipment is used in whole or in part without acknowledgment (See 9.03)
12. Failure to submit a production within 60 days of the use of any PEGASYS equipment and/or facilities for initial cablecast on a PEGASYS channel, unless staff has authorized an extension.
13. Any other violation of the Rules and Regulations set forth in this manual.

10.03 Sanctions

A. Major Violations

1. A major rule violation results in immediate suspension from use of equipment, facilities, and series time-slots for 90 days.
2. Where damage to or loss of equipment and/or facilities has occurred, suspension is in effect until full compensation is made.
3. There are no written warnings prior to suspension in cases of major violations.
4. Suspension may include: loss of access to facilities, staff, and a restriction to written communication with the Executive Director or any other PEGASYS staff member.
5. If any major violation involves a criminal act, the PEGASYS Board of Directors may revoke membership privileges permanently.
6. At the second suspension for a major violation, the PEGASYS Board of Directors may revoke membership privileges permanently.
7. If, after a first major violation, there is no major violation after three years, the producer's record of violation may be cleared by the PEGASYS Board of Directors.
8. Following the 90-day suspension period, the producer must undergo a re-certification process to be determined by PEGASYS staff.

B. Minor Violations

A Minor Violation will result in the following actions:

1. Written warning for the first Minor Violation will need to be signed by staff and PEGASYS member. Failure to sign will be a major violation.
2. Written warning for the second Minor Violation will need to be signed by staff and PEGASYS member. Failure to sign will be a major violation.
3. Suspension from equipment and facilities for the third Minor Violation. Suspension may include: loss of access to facilities, staff, and a restriction to written communication with the Executive Director or any other PEGASYS staff member.
4. An initial suspension from equipment and facilities is for 30 days.
5. Subsequent suspensions are for 90 days and require a re-certification process to be determined by the staff.
6. Staff will file a written report on any suspension.
7. At the third suspension for minor violation, the Board of Directors may revoke PEGASYS facilities privileges permanently.
8. If, after a first or second minor violation there is no violation for 12 months, the producer's record of violations will be cleared.

C. Equipment Damage and Loss

If equipment is damaged or lost while under contract to an access producer, the producer will have equipment privileges suspended until full compensation is made or until an installment payment contract is signed with PEGASYS. Producer will also be required to be re-certified

through basic training. In the event that a producer fails to meet the terms of repayment, 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. Producer/Member Appeal of Sanctions

1. A PEGASYS producer may appeal sanctions by making a written statement to the Executive Director. If suspension is imposed, the suspension will remain in effect throughout the appeal process
2. The Executive Director will investigate the circumstances surrounding the sanction and will return a written report to the producer within two weeks.
3. If at this time the producer is not satisfied, he/she may make a written request within 10 days of the Executive Director's response that the appeal be submitted to the PEGASYS Board of Directors' Programming/Community Producer Training Committee for further review. The committee chairperson may, at his/her discretion, invite involved parties to be in attendance.
4. The Programming/Community Producer Training Committee will, within a 30-day period, review the appeal and submit a decision to the producer.
5. The producer may continue the appeal process by submitting a written statement to the Board of Directors within 14 days.
6. Providing that a written request for review by the Board of Directors is received at least seven days prior to the meeting, the Board will consider the appeal at its next regularly scheduled meeting. The Board of Directors' decision is final.

10.04 Complainant Appeal

A grievance/complaint must be recorded in writing. A PEGASYS Register of Complaint Form is available at the PEGASYS office.

- A. The Executive Director will investigate the circumstances surrounding the grievance/complaint and will return a written report to the complainant within two weeks.
- B. If at this time the complainant is not satisfied, he/she may make a written request within ten days of the Executive Director's response that the grievance/complaint be submitted to the PEGASYS Board of Directors' Programming/Community Producer Training Committee for further review. The committee chairperson may, at his/her discretion, invite involved parties to be in attendance.
- C. The Programming/Community Producer Training Committee will, within a 30-day period, review the grievance/complaint and submit a decision to the complainant.
- D. The complainant may continue the grievance/complaint process by submitting a written statement to the Board of Director's within the next 14 days.
- E. Providing that a written request for review by the Board of Directors is received at least seven days prior to the meeting, the Board will consider the grievance/complaint at its next regularly scheduled meeting. The Board of Directors' decision is final.

XI. OUTREACH PRODUCTIONS

PEGASYS staff shall provide partial or complete production support for a limited number of community programs and PSA's.

- A. Selection of subject and content for outreach productions shall be based on the following criteria:
 1. Programs shall be produced in cooperation with public agencies or community organizations located in Enid.
 2. Groups that have not received production support in the past shall have priority over groups that have received production support on an outreach production.
 3. The content of outreach productions shall be of community interest or benefit.
 4. The number and frequency of productions shall be dependent upon available staff time and resources. Production crews may include volunteers from PEGASYS' membership.
- B. Outreach Productions shall be subject to PEGASYS Rules and Regulations. Community representatives requesting production support will be informed of the access training program and will be encouraged to receive training in order to produce their own community access programming.

XII. PUBLIC NOTIFICATION OF PEGASYS RULES & REGULATIONS

Copies of the PEGASYS Rules and Regulations shall be made available in the access center and upon request.

XIII. AMENDMENT OF PEGASYS RULES & REGULATIONS

The PEGASYS Rules and Regulations may be amended at any meeting of the PEGASYS Board of Directors, where a quorum is present, by a majority vote. Last amended September 25, 2007.