

REDDING COMMUNITY ACCESS CORPORATION



**OPERATING
RULES & PROCEDURES**

10/12/2010



OPERATING RULES & PROCEDURES

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OPERATING RULES & PROCEDURES

Mission Statement

Redding Community Access Corporation is a media resource dedicated to promoting a diverse community through media literacy. It provides opportunities to make use of technology, to exchange information and ideas and to support freedom of expression.

Revised 10/8/01



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I. Introduction

1.1 Background

On December 1, 1986, the Greater Redding municipalities granted cable television franchising agreements to Viacom Cablevision, a subsidiary of Viacom International Inc. As part of these agreements, Viacom committed to facilitate these municipalities with cable casting equipment, studio facilities and channel space for joint operations at Eastside Road for the purpose of providing community groups and individuals with the capabilities of producing and airing their own television programs. At its inception, the only municipality exercising its franchise rights was the City of Redding who formulated Redding Community Access Corporation (RCAC) to operate and oversee the community access channel. To sustain Access television a portion of the franchising fees was allocated to the operations of RCAC. July 1, 1996, the City of Redding advised RCAC that RCAC must become a private non-profit organization providing its own funding base. August 1, 1996 Viacom Cable was sold to Telecommunications Incorporated (TCI). October 1, 1998 TCI sold the Redding Cable system to Falcon Cable. In January, 2000 the cable system was sold to Charter Communications. The Greater Redding franchising area has approximately 36,000 homes on the cable system serving Shasta Lake City, City of Anderson, Redding and other parts of Shasta County.

1.2 Redding Community Access Corporation

RCAC is the non-profit organization governed by a Board of Directors whose responsibilities are to oversee the development and operations of the Access Channels.

The specified purposes of this corporation include, but are not limited to:

- 1.21 Promote, coordinate, facilitate, produce, distribute, and assist community-based media programs.
- 1.22 To seek and administer grants, funding and donations in furtherance of the community-based media programming.
- 1.23 Ensure effective promotion of community-based media programs and design training programs in the use of production facilities.
- 1.24 To conduct business in all aspects related to community-based media programming.

1.3 Administration

An Executive Director employed by RCAC manages the access operation under the guidance of the RCAC Board of Directors.

II. General Rules

2.1 Use

Use of the facilities will be scheduled on a non-discriminatory first-come, first-serve basis to all qualified applicants.

2.2 Who may use facilities

Use of these facilities will require positive identification of the User. Applications for Users under the age of 18 must be co-signed by a parent or legal guardian. Only properly trained and certified Users are authorized to use the facilities of RCAC.



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2.3 Violations

Violation of the Operating Rules and Procedures may result in forfeiture or suspension of facility use. Corrections of violations will be handled by the Executive Director by the following process:

- 1st offense will result in a verbal warning unless otherwise noted for major offenses.
- 2nd offense will be written notification of the offense outlining any restrictions to reconcile the violation.
- 3rd offense for the same infraction will go before the RCAC Board of Directors as submitted by the Executive Director to determine action which may result in revocation of User's privileges.
- If violations occur that are considered illegal or dangerous, all privileges will be suspended pending review by the Board of Directors.

III. Training and Certification

It is the goal of RCAC that through training and experience interested members of the community will become proficient television producers. To that end, RCAC is continually developing training courses.

The training courses are offered to enable individuals to become proficient and make the best use of the RCAC facilities and equipment. All training is subject to applicable fees.

3.1 Eligibility

Equipment and facilities are available to everyone on a first-come first-served, non-discriminatory basis, provided that they:

- 3.11 Have successfully completed the Basic Production Training Course.
- 3.12 Each User must have on file a form completed and approved Program Proposal, a Equipment Facility Use form and all other related and necessary forms as set forth by the RCAC staff prior to use. For Live cable casting, completed and approved Programming Agreements and Cable casting Agreements must also be on file.
- 3.13 Obey all rules and regulations developed by the RCAC Board of Directors and the Executive Director regarding equipment and facilities use, program planning, program content and other requirements specified in the Operating Rules and Procedures.
- 3.14 Have on file a signed current Statement of Compliance.

3.2 Certification

A potential User of RCAC equipment and facilities must first verify that he or she fully understands the responsibilities required for such use. Copies of RCAC's *Operating Rules and Procedures* will be provided to each User. Certification is required for each type of equipment used.

3.21 Users will receive a User I.D. card, when the potential User has:

- A) Complete all necessary training
- B) Reviewed the RCAC *Operating Rules and Procedures*
- C) Signed and filed with RCAC a Statement of Compliance
- D) Provided verification of age
- E) Presented a current, valid I.D.

Signed Statement of Compliance forms will be kept on file at the RCAC office.



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I.D. cards will be offered in three levels of expertise:

1. Production Assistant

For those who have successfully completed the Basic Production Training course or who have demonstrated like proficiency at the determination of the Executive Director.

2. Producer

For those who have completed the Basic Training course and have passed all related proficiency tests or who have demonstrated like proficiency at producing programs at the direction of the Executive Director or appointed RCAC instructor.

3. Producer II

Must be a certified RCAC Producer who has passed additional workshops and/or demonstrated skill in utilizing the remote van. Such certification is at the approval of the Executive Director or appointed RCAC instructor.

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3.3 Enrollment Procedures:

Information on times and locations of training courses is available at the office of RCAC.

VI. Policies for Equipment and Facilities Use

4.1 Operating Hours

The RCAC office hours will be visibly posted at the office and are subject to change to accommodate staff and production needs.

4.2 Equipment and Facilities Use

4.21 Each User shall be responsible for the proper care, use, treatment, protection and prompt return of equipment, signed out by the User. User shall agree as a condition of use to indemnify and reimburse at the rate set forth by RCAC for damage to equipment for other items caused by neglect, abuse, theft or other calamity, anything other than ordinary wear and tear, which occurs while such equipment for facilities are signed out by the User.

4.22 No one shall disassemble, repair or otherwise tamper with any equipment.

4.23 No one shall interfere with the production and/or facilities usage of another User.

4.24 All Users shall assure that the Control Room is kept clear of all persons not essential to the User's production or cablecast. No visitors are allowed on a shoot without the expressed consent of the Producer.

4.25 No smoking, drinking or eating is allowed in the Control Room, editing rooms, near or by any equipment owned by RCAC. No smoking, illegal drugs or consumption of alcohol is allowed on the premises of RCAC or at any RCAC sponsored production events. No one shall use the equipment or facilities while under the influence of alcohol or illegal drugs. Violation of these rules constitutes immediate revocation of the User's card and privileges.



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- 4.26 Each User shall be responsible to see that all other persons accompanying the User abide by all rules and procedures of RCAC.
- 4.27 Each User shall assure that the equipment and facilities are left clean, neat and Available for use at the end of the time reserved. All equipment is to be returned to standardized settings (settings normally used on a regular basis). The site must be returned to the same or better condition at the conclusion of each use by the User.
- 4.28 If Users desire to store sets and props at the studio location, a request must be made to the Executive Director in writing. If the request is approved, storage of the sets and props shall be at the User's risk. RCAC assumes no responsibility for sets, props or other property or equipment left at the facilities. Such items left on site without authorization may result in storage fees being charged to the User.

V. Equipment and Facilities Reservation and Checkout Procedure

5.1 Field Equipment Use

- 5.11 Equipment is made available to qualified Users on a first-come, first-served, non-discriminatory basis. Equipment must be reserved 24 hours before checkout. Only qualified Users, with the proper RCAC Users I.D. card, may use field equipment. A person becomes a qualified User by demonstrating proficiency for the equipment to be used through the certification process. The user must be able to safely and properly set-up, operate, and shut-down the equipment.
- 5.12 Equipment may be checked out for a maximum of 48 hours per week and must be returned to the RCAC office one-half hour before conclusion of reserved time. As the office is not open on weekends, equipment used over a weekend must be returned before 10:00 A.M. Monday or as negotiated with staff at check out time. Failure to return loaned equipment within the time limits shall result in a rental fee as determined by current rental rates.
- 5.13 Reservations for equipment may be made to the RCAC office in person or by phone by any qualified Users. Reservations may be made a maximum of 2 weeks in advance of the date needed.
- 5.14 Users with equipment reserved must arrive at least 30 minutes before the office closes in order to complete the checkout procedure. The checkout procedure includes:
 - A. Presenting a valid RCAC User I.D. Card.
 - B. Completing all required forms.
 - C. Organizing and testing requested equipment.
 - D. Loading equipment.
 - E. User agrees to utilize only major brand name tape stock in all video equipment. Major brand tape stock names include, but not limited to: Sony, Maxell, TDK, Panasonic, RCA or Fuji



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5.15 Field production equipment set aside by RCAC for check-out by Users shall not be subject to a usage fee if the sole usage is for the production of programs to be shown on the PEG Access system. Other users are subject to a daily rental fee.

5.2 Studio Use

5.21 Request for use of the access studio facilities shall be made in person or by phone to RCAC staff. A minimum of 2 weeks advanced notice is recommended for scheduling of studio productions. Individuals or organizations requesting studio time must also complete a Program Proposal, Facilities Request form and all other required production forms.

5.22 Requests for use of post-production facilities shall be made to RCAC staff at least 24 hours in advance of desired time. This rule may be waived by RCAC Executive Director as needed.

5.23 Individuals using access equipment, studio, or post production facilities will not attempt to change wiring or settings on equipment without RCAC's staff authorization and supervision. No attempt to work on or repair equipment shall be made. Any damage to equipment or facilities will be charged to the User at repair or replacement rates plus staff labor costs.

5.24 Individuals using RCAC equipment or facilities must report any defects or problems to RCAC staff immediately and must file a Discrepancy Report.

5.25 The RCAC Executive Director may waive any of the above rules and procedures at his/her discretion.

5.26 All User's must comply with the current Studio Policies and Procedures as compiled by the Executive Director and approved by RCAC's Board of Directors.

VI. Programming Policies and Criteria

6.1 Channel Programming

Community programming is produced as a result of the efforts of RCAC and/or community groups, organizations, and individuals. RCAC provides training and certification services for the development, production and cable casting of programming. The Executive Director or the designated staff person is responsible for the scheduling of all programs cablecast. Programming options available to producers on the Access channels are:

6.11 Live Programming

Users may qualify to present live programs on the Access channels.

6.12 Locally Produced Video Tapes

Users may produce programs with RCAC facilities with the option for cable casting at a later date.



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- 6.13 Pre-Produced Video Tapes
Program material not produced with RCAC equipment or facilities may be submitted for cable casting by the general public as well as by RCAC Users. A written copyright license must be obtained and submitted to RCAC by the User/sponsor prior to the cable casting of the program.
- 6.14 Community Bulletin Board
Messages for alphanumeric display during non-video programming hours will be accepted on a first-come, first-serve basis. Messages must comply with the established *Community Bulletin Board Guidelines*. Users must provide funding for such at current rates.
- 6.2 Sponsors
A potential sponsor of RCAC programming space must first verify that he or she fully understands the responsibilities inherent in such use:
- 6.21 Complete and submit all appropriate forms and contracts.
6.22 Pay all necessary fees in advance of service.
6.23 Secure and provide RCAC with all appropriate and applicable copyright licensing prior to scheduling.
6.24 Determine schedule of cable casting working in conjunction with the RCAC Executive Director or the appointed Program Director.
- 6.3 Programming Liability
All Users/sponsors presenting a tape recorded or live program for cablecast on an Access channel managed by RCAC shall agree, as a condition of the cablecast to the following:
- A) To indemnify and hold harmless the cable provider, RCAC and its directors, officers, agents, or employees from and against any and all claims of injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising from the failure to comply with any applicable laws, rules, regulations or other requirements of local, state, or federal authorities.
B) User/sponsor is responsible for claims of libel, slander, invasion of privacy.
C) User/sponsor is responsible for infringement of common law or statutory copyright.
D) User/sponsor is responsible for breach of contract.
E) User/sponsor is responsible for other injury or damage in law or equity which results in claims from cablecast of the User's program.
- 6.31 All Users shall guarantee that all people appearing on camera have signed an approved Talent/Copyright Release form (people appearing at public forums may be exempt) and a copy of the form is submitted to the Executive Director prior to the cable casting of the program. A completed Crew Sheet must be submitted to the Executive Director at the conclusion of each production.
- 6.32 Copies of Talent/Copyright Release forms will be kept on file at the RCAC office. Failure to provide appropriate forms may result in the cancellation of all access privileges and the cable casting of the program in question. Producers must confirm prior to the taping of an event or use of RCAC equipment with the Executive Director as to when individual Talent/Copyright Release forms are not necessary.



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6.4 Non-discrimination Policy

RCAC shall not discriminate in the delivery of services on the basis of race, color, creed, national origin, sex, age, religious belief, physical ability or social philosophy.

6.5 Programming Content Restriction

The goal of the RCAC is to provide meaningful, quality programming to the community served by allowing the widest possible dissemination of information and diversity of viewpoints. RCAC has a responsibility to make certain decisions about program content as related to federal law and community standards; therefore, the following policies have been developed:

- 6.51 No User shall cablecast any material which is obscene or indecent as determined by the local, state and federal laws.
- 6.52 No User shall cablecast any material which is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations or promises.
- 6.53 No User shall cablecast any material which is commercial in nature, without meeting and assuming liability for FCC regulated criteria. All commercial programs are subject to current commercial programming rates as set by RCAC. Non commercial programming may not cablecast programs which endorse any product or service, state prices or solicit monetary contributions. Contact information, name, address and phone numbers may be listed at the end of each credit roll for non-commercial programs.
- 6.54 No User shall cablecast any material which constitutes libel, slander or invasion of privacy as determined by local, state and federal laws.

6.6 Requirements for Copyrighted Materials

All Users that incorporate music or program content from broadcast stations, networks, sponsors, performers or other representatives that are subject to copyright, ownership and royalty rights are required to advise RCAC in writing of said restrictions and must provide all necessary written authorization from owners of said material 30 days before the production or scheduling of cable casting of the event or program unless prior arrangements are made in writing with Executive Director.

The following terms apply:

- 6.61 Program Producers assume full legal responsibility for any disputes concerning unauthorized use of copyright material.
- 6.62 Program Producers assume full monetary responsibility for any disputes concerning an unauthorized use of copyrighted material.

6.7 Underwriting Criteria for Non-Commercial Programming

Credit may be given for those sponsors aiding in the production cost for programs. The following format applies:

- 6.71 Total credit may not exceed 15 seconds.
- 6.72 Credit should be placed only at the beginning and end of the program.



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- 6.73 Video may consist of either one slide, business card or character generated graphics.
- 6.74 Video may include name, address and business logo of the sponsor or sponsors.
- 6.75 Audio must be vocal and/or music.
- 6.76 The program may include the following statement:
"The preceding program was underwritten by: Name of business, person or organization."

6.8 Video Tape and Program Ownership

- A. RCAC will provide tape stock for field and studio work tapes of programs produced by RCAC. RCAC will retain all supplied tape stock in its library up to 2 months following the original cable casting. Clients have the option of purchasing (in order to retain) work tapes after use or may arrange to have work tapes duplicated at current duplication rates.

Video tapes to be used for program masters must be purchased by the individual or group making the program.
- B. Since the Producer has initiated the production of the program, provided the master video tape, and invested considerable time in production and post-production, The Producer has the following rights and privileges:
 - 1. Ownership of all raw footage video.
 - 2. Retains the edited master.
 - 3. To select a minimum of one date and time for program original cable casting on RCAC according to the established priority guidelines and rates as negotiated with the Programming Director.
 - 4. To request that the program video tape be discontinued from cablecast or erased in the event that program information is obsolete or out-dated.
 - 5. To play or distribute the video tape program to other locations, provided RCAC is given credit graphically at each air date or play.
- C. Since RCAC has provided for materials and facilities in the production and post-production of the video tape program, RCAC has the rights and privileges to:
 - 1. Retain a dub of the master tape for its use.
 - 2. Cablecast the program for RCAC's use and/or national exposure.
 - 3. Air the program as often as it is deemed appropriate.
 - 4. Exercise the option of erasing any obsolete or unusable program after it has been cablecast. Courtesy written notice of erasure will be provided to Users at least 30 days prior to tape erasure via the RCAC Bulletin Board System.



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- 6.9 Pre-Recorded Supplied Programs for Access Use
Pre-recorded programs submitted for cable casting are the property of the provider/sponsor. Tapes are to be picked up within 2 weeks following cable casting. Tapes not picked up within 2 weeks are subject to erasure or disposal by RCAC.
- 6.91 All sponsors showing programs on Redding Community Access Channel 11 are legally responsible to secure written copyright authorization for cable casting programs on Channel 11 prior to airing a program.
- 6.92 Program sponsors assume full legal and monetary responsibility for any disputes concerning unauthorized use of copyrighted material.
- 7.0 Right to Review
RCAC maintains the right to screen all programs submitted to RCAC for cable casting to determine whether technical requirements and standards have been met.

VII. Program Scheduling and Standards

- 7.1 Program Scheduling
Generally, all qualified programs will be scheduled for cable casting on a non-discriminatory first-come, first-serve basis; however, in order to maximize audience viewer ship RCAC shall endeavor to schedule programs with the idea of developing a regular program format. The following program scheduling guidelines will apply:
- 7.11 Pre-recorded programs submitted by an applicant shall be scheduled as soon as possible. Users/Sponsors must present the programs for scheduling and pay all necessary fees prior to the designated scheduling deadline. Primary to the scheduling of a program will be the leeway needed to publicize the scheduled program or series. All programs shall be scheduled for airing during the normal hours of operation unless another schedule is expressly approved in writing by RCAC or the Executive Director.
- 7.12 Programs produced at the RCAC production facility may be re-aired at the discretion and convenience of staff scheduling.
- 7.13 Cable casting hours are subject to change without notice.
- 7.14 Programs will be scheduled as outlined in the Programming Agreement negotiated with the client and staff. Every effort is made to insure that programs are cablecast at the correct time at an acceptable level of quality. RCAC cannot be held responsible for the loss, damage or destruction of tapes.
- 7.15 RCAC reserves the right to pre-empt regularly scheduled programs.



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7.2 Technical Standards

The following tape formats will be accepted for playback on RCAC channels:

7.21 VHS and Super-VHS Standard Play only. (This is 2-hour in length using T-120 video cassette-)

7.22 Tape recorded programs must have technical standards high enough to deliver a clear and unbroken picture to cable subscribers. Audio must be clearly understandable and at audible levels without distortion. Programs that do not meet this criteria will not be played. If programs are pulled due to poor quality, the Producer still assumes liability for payment of the contract.

7.23 Programs that utilize 2 or more tapes consecutively in a presentation must include 15 seconds of clean black at the end of each tape for transition.

7.24 The following technical information must be recorded on the submitted master tape:

- A. 30 seconds of color-bars.
- B. Color bars should be followed by a 10-second slate with program title, exact length, name of producer, production date and channels of audio utilized.
- C. The slate must be followed by 10-seconds on black. (Note: each program must have 10 seconds of black preceding the program.)
- D. Program title should be shown near the beginning of the program.
- E. Program credits must appear at the end of the program and include the name of each crew-member and on-air talent (unless any of them request anonymity) followed by allowable credit to underwriters of the programs as required by Section 6.7
- F. Redding Community Access Corporation must be listed in the credit roll as the Production Facility when RCAC facilities are utilized.
- G. Any disclaimers required by Section 6.3 must be included at the beginning of the program material to be cablecast.
- H. A gratuity of 12 seconds must appear at the end of each program as outlined in Section 6.3.
- I. At least 30 seconds of black must be recorded at the end of the program.
- J. Items A & B above may be waived by RCAC when appropriate for pre-produced programs.

7.25 The following information must be included on labels affixed to the video cassette and the cassette box for each program:



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- A. Producer/provider's name and phone number.
- B. Program title.
- C. Exact length of program.
- D. Program number (if program is part of a series).
- E. Air date.

7.3 Length of Programs

- 7.31 Programs submitted for cable casting on RCAC should conform to the time frames of 15 minutes, 30 minutes, 60 minutes, etc., if possible. The actual program should be one to two minutes short of the given time frame in order to leave time between programs for station identification, promotional announcements, P.S.A.'s etc. (For instance a 30 minute program should actually be 28:30 and 60 minutes should actually be 58:30).
- 7.33 Programs shorter than 15 minutes in length will be grouped together in a video "shorts" format.

VII. Complaint Procedure and Rules Enforcement

8.1 Complaint Procedure

- 8.11 In general the Access staff will attempt to resolve complaints informally and as promptly as possible.
- 8.12 All formal complaints must be addressed by RCAC's Executive Director who shall act on the complaint within 10 days in writing. If, after preliminary investigation it is determined that there is potential merit to a complaint, the RCAC Executive Director shall do one or more of the following, as appropriate:
 - A. Attempt to resolve the matter.
 - B. If the complaint concerns RCAC's employees, proceed pursuant to RCAC's personnel policies.
- 8.13 If the RCAC Executive Director concludes that a formal complaint does not have potential merit, the complainant may request that the complaint to be submitted to the RCAC Board of Directors within 15 days. RCAC's Board of Directors, on receipt of the complaint, shall proceed to hear the complaint at the next regularly scheduled meeting.

8.2 Enforcement of Rules and Procedures

- 8.21 The Executive Director must investigate reported infractions of rules and procedures. If the Executive Director determines that there has been an infraction of RCAC's "Operating Rules and Procedures", the Executive Director shall notify the User in writing of the infraction and the basis for the conclusion. The User may, if desired, schedule a meeting with the Executive Director within two weeks after the User is notified of the infraction to discuss the matter.



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- 8.22 After meeting with the User or if no meeting is requested, after two weeks from the date of the notification, the RCAC Executive Director must respond with one or more of the following:
- A. Take no further action and submit a written report to the User's file with a copy mailed to the User as well.
 - B. Require the User to attend a designated proficiency training program prior to future use of the facilities.
 - C. Suspend for a period of time or revoke, in whole or in part, the User's rights to use the facilities. The RCAC Board of Directors will be notified in writing of all suspensions.
 - D. Take such other action as directed by the RCAC Board of Directors.
- 8.23 No person shall have User rights suspended or revoked unless the Executive Director determines that the User's conduct is an aggravated infraction of the rules and regulations. In determining whether an infraction is aggravated, the Executive Director shall consider whether:
- A. The User has been involved in previous infractions.
 - B. The infraction reflects a serious disregard by the User of the personal or property rights of others.
 - C. The infraction reflects a serious disregard by the User of the proper care, use, treatment or protection of facilities and equipment.
 - D. The infraction was intentional.
- 8.24 The Executive Director shall notify the User in writing of a decision to impose sanctions under Section 8.22 within 10 days and effective immediately. The RCAC Board shall be sent a copy of any notice required by this section.
- 8.25 Any User against whom the Executive Director has imposed sanctions pursuant of Section 8.22 may appeal that decision to the RCAC Board. A request for appeal shall be in writing and delivered to the RCAC Board within 10 days after the User is notified of the decision.
- A. The RCAC Board shall schedule a consideration of the matter at the next regular scheduled meeting after receiving the User's request for review.
 - B. If the Board determines that there is a sufficient basis to justify the Executive Director's conclusions and sanctions, the Executive Director's decision shall be



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affirmed. If the Board concludes that there was a basis for the Executive Director's conclusion, but that the sanctions imposed were inappropriate, then the Board shall impose such sanctions as it deems appropriate, pursuant to Sections 8.22 and 8.23. In the event that the Board determines that there was no basis for the conclusion reached by the Executive Director, then the imposition of sanctions by the Executive Directors shall be removed by the Board.

8.3 Misconduct

In the event of any misconduct while using the RCAC production facilities, the Executive Director, staff member or the designated representative of RCAC as appointed by the Executive Director may immediately terminate the use of the facilities and equipment and direct all persons involved to leave the facilities. Misconduct shall include, but not be limited to, the use or suspected use of any alcohol or drugs, unsafe, improper or unauthorized use of any equipment, loud or boisterous activities or other conduct which interferes or could interfere with the facility's normal operations.

VIII. In-Kind Service System

8.4 In-kind Policies for RCAC Productions

Producers/Production Assistants may receive in-kind credit for RCAC designated projects. Applicable credit toward productions may be redeemed for equipment and facility use with exception to the items listed below:

- 8.41 As of March 19, 1998, all in-kind credit not utilized within 1 year of acquisition will be canceled.
- 8.42 In-kind credit cannot be utilized for class or workshop fees.
- 8.43 In-kind credit must be redeemed during normal production hours and through normal production processes.
- 8.44 In-kind credit may be utilized toward remote van productions provided Users meet the criteria for utilizing the van. See Remote Van Guidelines for details.
- 8.45 In-kind is a "credit" toward off-setting use fees. It cannot be redeemed for a dollar value.