

**2002 EXTENSION AGREEMENT FOR THE
SCREEN ACTORS GUILD
LETTER AGREEMENT FOR PUBLIC TELEVISION PROGRAMS**

This Extension Agreement reflects the understanding between the parties and modifies the existing Screen Actors Guild Letter Agreement for Public Television. Except as modified herein, the terms of the existing Agreement between the parties shall remain the same, subject to conforming changes. The language in this Extension Agreement does not reflect final contract language.

The provisions of this Extension Agreement are as follows:

1. TERM

The term of this Extension Agreement shall be for the three (3) years commencing on November 16, 2002 and ending on November 15, 2005.

2. RATE OF PAY

A. Amend Paragraph 2.A. to reflect that minimums shall retroactively increase by 3.5% effective 9/1/03, 3% effective 7/1/04 and 3% effective 7/1/05 and will reflect the following:

	9/1/03	7/1/04	7/1/05
Day Performer	\$ 398	\$ 410	\$ 422
3-Day Performer (30-60 min.)	880	906	933
3-Day Performer (90+ min)	1037	1068	1100
Weekly Performer	1208	1244	1281
Group Singer (on & off camera) & Choreographed Dancers:			
Daily Rate	320	330	340
3-Day Rate	704	725	747
Weekly Rate	937	965	994

Background Performers As specified for the geographic region by the Basic Agreement

B. Amend Paragraph 2.C. to provide for an alternate initial release pattern. Producer shall have the option of either paying pursuant to the current existing language (4 releases within 3 years, with a release defined as multiple broadcasts within a 7 consecutive day period) or, upon increasing the applicable minimum rate by an additional 15% at the time of initial employment, a release shall be defined as multiple broadcasts within 14 consecutive days. This is for the initial release period only and such election must be made at the time of engagement.

[This provision shall sunset upon the expiration of this Extension.]

3. SUPPLEMENTAL MARKETS

Amend Paragraph 5.A. to provide that in the event a program is exhibited on the Internet on a subscription or per picture basis, and when there are payments in exchange for the right to view the program for a fixed or limited period of time, like a program made for

pay television, then the definition of Pay Television in the PTV Agreement shall be deemed to include the Internet. The percentage of distributor's gross receipts paid for pay television exhibition shall also be made for such Internet exhibition. This percentage rate for Internet exhibition shall be 3.6%, inclusive of the Pension and Health contribution, for all types of programs. If a program that is exhibited on the Internet only and not also on Pay Television, the differential payment that is ordinarily due would not be paid until such time as other supplemental market payments would become due. For new programs produced and exhibited in the manner set forth above and for license agreements for Internet only which are entered into on or after June 1, 2004, the applicable percentages shall be 3.6% plus the applicable Pension and Health contribution.

[This provision shall sunset upon the expiration of this Extension.]

4. PROGRAM EXCERPTS AND USES

A. Amend Paragraph 6.B.4. to increase the length of an excerpt for promotional purposes from 1 minute to 2 minutes.

B. Add a new paragraph to this Section as follows:

Payment of the initial compensation shall give the Producer the right to use excerpts from covered programs produced only under this or any prior Public Television Agreement for delivery to schools and students, (including pre-schools and day care centers) by way of Internet or otherwise, for use as part of a Public Television Company created curriculum (e.g. Teachers' Domain and Oncourse). For example, if WGBH creates a lesson plan on the Civil War, clips from different Civil War programs would be shown in conjunction with written material. Such use shall include an acknowledgement to SAG for permitting use of such clips.

In no event shall any such clip exceed six (6) minutes in length.

[This provision shall sunset upon the expiration of this Extension.]

5. IDENTIFICATION, LOGO AND CREDIT ANNOUNCEMENTS

Add a new section titled "Identification, Logo and Credit Announcements" with the following language:

In place of Day Rates, the following rates may be paid to announcers and other performers on unchanging program identification, logo and credit announcements used on a program or a program series.

If appearing on programs broadcast over not more than:

	<u>9/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Six (6) consecutive weeks	\$ 313	\$ 322	\$ 332
Thirteen (13) consecutive weeks	445	458	472
Twenty-six (26) consecutive weeks	501	516	531
Fifty-two (52) consecutive weeks	582	599	617
Three (3) years	1113	1146	1180

None of the above rates may be upgraded by differential amounts after initial payments to the performers concerned.

6. DIGITAL TELEVISION (DTV)

Amend Paragraph 11 to permit the use on digital cable.

[This provision shall sunset upon the expiration of this Extension.]

7. INTERNET STREAMING

Amend Paragraph 11 by adding the following new paragraph which would allow clips to be used on the Internet for news or educational purposes:

Clips of two (2) minutes or less may also be used on other web sites without payment to the affected performers where such use is limited to news or educational purposes and no payment is made for such use.

[This provision shall sunset upon the expiration of this Extension.]

By: _____ Date _____
Screen Actors Guild

PRODUCER

By: _____ Date _____
(Signature)

(Print Name and Title)

(Company Name)

(Address)

SCREEN ACTORS GUILD
Letter Agreement for Public Television Programs

To:

(Name of Producer/Production Company)

(Address)

(City)

(State)

(Zip)

Ladies and Gentlemen:

Preamble

The parties recognize the special nature of public television, as distinguished from commercial television, and agree that, if the public television, as a non-profit agency serving the public interest, is to make its maximum contribution to the whole community, it must count upon the broad support and encouragement, and above all, enlightened participation of labor, management, and the public.

This Agreement reflects the Guild's support of Public Television.

You have advised Screen Actors Guild (hereinafter called the "Guild") that when you produce Public Television programs within our jurisdiction, you will employ performers according to the terms of this agreement. The Guild has agreed to modify, as follows, certain of the terms and provisions of the Screen Actors Guild Television Agreement of 1998 for Independent Producers (referred to in this document as the "Basic Agreement") with respect to the employment of performers in these Public Television programs. For purposes of this Agreement, "Informational/Educational Programs" shall include informational, educational, news and public affairs programs and inserts into such programs, and including such performers as interviewers, moderators, narrators, commentators and announcers. "Cultural/Entertainment Program" shall include dramatic, dance, singing, entertainment, and variety programs.

You have represented to the Guild that the programs will receive a bona fide first release on the Public Broadcast System. In reliance upon that representation the Guild is entering into this contract with you. Any pattern of release contrary to that representation will require prior written consent of the Guild and may require re-negotiation with all performers.

IT IS THEREFORE AGREED BETWEEN US AS FOLLOWS:

1. ACCEPTANCE AS SIGNATORY PRODUCER

Upon signing this Agreement and its acceptance by the Board of Directors of the Guild, you will be signatory to the Basic Agreement as well.

2. RATE OF PAY

A. Each performer (includes soloists, stuntpersons, puppeteers, etc.) employed shall be paid not less than the applicable minimums set forth below:

	<u>11/15/98</u>	<u>03/01/01</u>	<u>11/15/01</u>
Day Performer	\$ 346	\$ 370	\$ 385
3-Day Performer (30-60 min.)	764	817	850
3-Day Performer (90 min.)	900	963	1002
Weekly Performer	1049	1122	1167
Group Singer (on & off camera) & Choreographed Dancers (3 or more):			
Daily Rate	277	297	309
3-Day Rate	611	654	680
Weekly Rate	813	870	905
Background Performers	As specified for the geographic region by the Basic Agreement		

B. Contributions to the Screen Actors Guild-Producers Pension and Health Plans shall be paid by Producer at the rate of thirteen and fifteen one-hundredths percent (13.15%) of gross earnings, or such other rate as is agreed to in a successor Basic Agreement which becomes effective during the term hereof, subject to "ceilings" listed in the Basic Agreement. Thirteen percent (13%) of this contribution shall be credited to the Pension and Health Plan and fifteen one-hundredths percent (.15%) shall be credited to the SAG Industry Advancement Cooperative Fund.

C. Basic rates will cover four (4) releases in three (3) consecutive years of broadcast on Public Television stations in the United States and Canada, as well as unlimited re-recorded use in classroom settings, including, but not limited to day care, pre-school and auditoriums, within one (1) year of any such broadcast. This broadcast period will be subject to extension for an additional four (4) releases in three (3) additional years by payment to each performer (other than extra performers) of thirty five percent (35%) of the total applicable minimum or one hundred thirty dollars (\$130.00), whichever is greater, and to further extension thereafter without limit by a second payment of one hundred percent (100%) of the total applicable minimum. Extensions may be paid for at the time of original employment if the amount of payment is separately stated in the performer's employment agreement.

Such additional releases may be utilized during the time period covered by any previous payments or during the extended three (3) year period acquired by the payment.

A "release" shall mean an unlimited number of broadcasts either on a network and/or in syndication during any seven (7) consecutive-day period by each Public Television station in the United States and Canada, plus (i) relay and extension of public television broadcast over "booster" and "translator" facilities and/or closed-circuit, CATV-antenna and other CATV systems; (ii) broadcast over commercial television stations in geographic areas in which not broadcast by public television stations; (iii) carriage on a cable system on a strictly sustaining basis in an area in which not broadcast by a public station, so long as on a sustaining basis only and with no commercial announcements from the beginning to the end of the program broadcast; (iv) ITFS/MDS and home satellite dish transmission; and (v) simulcast over non-commercial radio stations concurrent with the public television release, provided the Producer agrees to pay the applicable fee, if any, provided for in any collective bargaining agreement between the Producer and SAG.

D. "Pledge Program" Exhibition

With respect to programming produced for use during pledge periods, Producer may elect a release pattern of eight (8) releases over twenty-five (25) months in lieu of the four (4) releases over three (3) years. If the pledge release pattern is elected, extended broadcast rights may be acquired in groups of eight releases over twenty-five months for the fee provided under paragraph 6.A. Performers shall be advised of Producer's initial election of this alternative release pattern prior to engagement.

- E. For off-camera narrators, the workday shall consist of four out of five consecutive hours. Hours five through seven shall be paid for at straight time, based on a four-hour day (i.e., applicable rate divided by four). Overtime shall be paid at time and one-half after seven hours, or after five consecutive hours.

3. AUDIO/VISUAL DISTRIBUTION

Producer shall have the right to exhibit programs through standard Public Television audio/visual methods (excluding any use in completely commercial ventures such as, but not limited to, schools which charge a fee) provided Producer pays each performer (other than extra players) an additional sum of at least \$75.00 for such rights. Such audio/visual rights shall expire after eight (8) consecutive years, except that the Producer can renew such rights for successive three (3) consecutive year periods, provided Producer pays each player (other than extra players) an additional sum of at least \$65.00 for each such renewal period.

In addition to traditional audio/visual uses, it is agreed that the following shall constitute audio/visual uses: Cable, broadcast, satellite or other delivery of programs, through instructional block feed in non-prime time which is intended for

use by schools, provided that there is demonstrable curricular use of the program in schools or as part of an accredited course (e.g. PBS' Adult Learning Service).

4. FOREIGN TELEVISION

Producer shall have the right to exhibit programs on television in foreign countries (outside the U.S. and Canada), including commercially sponsored telecasts abroad, without time limitations, provided Producer pays each performer (other than extra performers) an additional sum of not less than thirty five percent (35%) of total applicable minimum for such rights.

5. SUPPLEMENTAL MARKETS

A. Pictures produced hereunder the principal photography of which commenced on or after January 1, 1993

(1) Subject to each performer's prior written consent, Producer shall have the right to exhibit programs in "supplemental markets" as that term is defined in the Basic Agreement and on basic cable provided Producer pays each performer (other than extra performers) a "step-up" fee of not less than the differential between the basic wage rate originally received by the performers and 80% of the then-current total applicable minimum rate for commercial television pictures. However, if the running time of the program is ninety (90) minutes or more, the computation of total applicable minimum for each performer shall be based on no more than two (2) weeks' work.

(2) In addition to the "step-up fee" outlined above, Producer shall pay the amounts required by the provisions of the Basic Agreement relating to additional compensation payable to performers for exhibition of television motion pictures in supplemental markets. In applying the foregoing, the parties agree as follows: The provisions of subsection D. of Section 5.2 of the Screen Actors Guild Codified Basic Agreement of 1998 for Independent Producers relating to the definition of "Supplemental Markets", and the provisions of subsection E. of Section 5.2 of the Screen Actors Guild Codified Basic Agreement of 1998 for Independent Producers relating to the definition of "Distributor's Gross Receipts" derived from the release of such television motion pictures in Supplemental Markets, shall apply to such pictures. Provided, however, that with respect to Informational/Educational programs, only, if only one performer is engaged on such program, the payment shall be 1.8% of Distributor's gross receipts; if such sole performer is an announcer speaking ten (10) lines or less in the opening or closing, such payment shall be .9% of Distributor's gross receipts.

B. Supplemental Markets as used in this Agreement, shall include the release on a free television broadcast station which broadcasts primarily in a language other than English of a program, originally produced in English under a Public Television Agreement which has been dubbed in the non-English language, provided that the performers who did the dubbing were paid for such work under the then applicable Public Television Agreement and the original English speaking performers are not heard in the dubbed version.

The Supplemental Market fees to be paid for such a release shall be as those set forth above.

6. PROGRAM EXCERPTS AND USES

- A. Except as expressly provided in the Basic Agreement, no excerpt, part, portion, segment, or version of any program, or edited version thereof or combination of program material, may be used in any manner or for any purpose, except that, if program time exigencies require that the original program be edited down, such edited-down program may be rebroadcast or otherwise used so long as all performers who appeared in the original program are paid their applicable additional fee. None of the payments below may be credited against the performer's over-scale or individual guarantee.
- B. (1) For use of excerpt(s) from a program or series produced under this or any prior Public Television Agreement used in any program for initial broadcast on public television, the Producer shall pay to the performers appearing in such excerpt(s) the applicable minimum day rate of the program from which the excerpt(s) is taken or the applicable minimum day rate of the program in which the excerpt(s) is used, whichever is higher provided that with respect to excerpt(s) of three (3) minutes or less from programs first broadcast prior to January 1, 1993, and for excerpt(s) of more than three (3) minutes, whenever produced, that consent from each performer seen or heard in such excerpt(s) is specifically obtained, in writing, at the time of such contemplated use, it being understood that consent may not be obtained by a general clause in the performer's individual contract prior to such contemplated use. With respect to the use of excerpt(s) of three (3) minutes or less from programs first broadcast on or after January 1, 1993, such excerpt(s) may not be used without the consent of the performers appearing in the excerpt(s), which consent must be obtained at the time of contemplated use hereunder unless the performer has given prior written consent. The consents referred to in this and all other subsections of this Section 6. must specifically state the uses being granted and the amount to be paid for such uses. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement.
- (2) For use of excerpt(s) from a program produced under this or any prior Public Television Agreement used in any program for initial audio/visual purposes, Producer shall pay to all performers appearing in the excerpt(s) the sum of \$75.00. All other terms and conditions, including those with respect to consent, set forth in subparagraph B.1. above, shall apply. If and when such program is later exhibited over public television, the Producer will pay performers appearing in such excerpt(s) the payments required under subparagraph B.1. above. In addition to the consent provisions contained in B.1. above, if the Producer desires such rights, the consent shall specifically state

that the a/v rights granted include the right to exhibit such program by cable, broadcast, satellite, or other delivery, through instructional block feed in non-prime time which is intended for use by schools, provided that there is demonstrable curricular use of the program in schools, or as part of an accredited course (e.g. PBS' Adult Learning Service). Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement.

- (3) For use of an excerpt(s) from a program produced under this or any prior Public Television Agreement in a program produced for commercial broadcast television, basic cable, pay television, or videodiscs/videocassettes, the rates, terms and conditions shall be pursuant to the excerpt provisions of the National Code of Fair Practice for Network Television Broadcasting, provided that Producer must obtain the consent of the performers as provided in subparagraph B.1. above.
- (4) Program recordings may be used for reference, file and private audition purposes without cost. An excerpt from a program recording of not more than one (1) minute in length may be exhibited on free and public television (including basic cable) and pay television without payment to the performers for trailer and promotional purposes for a program, program series, or institutional promotion, provided that specific consent for such uses, including an express reference to institutional promotions, is given by the performer. Such consent may be given at the time of initial employment. Except for institutional promotions, such excerpts shall not be broadcast beyond one (1) year after the date of broadcast of the program from which originally taken, except prior to the scheduled broadcast of such program on a particular station.
- (5) Use of excerpt(s) in accordance with this Section shall not be deemed a release of the original program(s) from which the excerpt(s) is taken.
- (6) Nothing herein shall require additional payment to a performer in an excerpt(s), if such performer is otherwise engaged to perform services on the program in which the excerpt is utilized.
- (7) For compilation programs in which more than seventy five percent (75%) of the program consists of excerpts from programs produced for Public Television, commercial broadcast television, basic cable, or pay television, all performers seen or heard in the excerpts shall be paid not less than two (2) times the applicable minimum day rate of the program from which the excerpt(s) is taken or two (2) times the minimum day rate of the program in which the excerpt(s) is used, whichever is higher, based upon the performer's original performance category. No excerpt from a program may be used under this subparagraph B.7., without consent of each performer in

accordance with subparagraph B.1. above. Program rights as set forth in this Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement.

- (8) For compilation programs, as defined above, produced for the video disc/videocassette market, the payment shall be as set forth in subparagraph B.1. above.
- (9) No compensation shall be payable pursuant to this paragraph to an extra performer.

7. EDITED AND REVERSIONED PROGRAMS FOR AUDIO-VISUAL USE

If a program or closed end series produced under this or any prior Public Television Agreement is cut down and reversioned (i.e., by changing the order of or combining segments), with or without new material, for audio/visual use, the Producer shall pay a fee of \$75.00 to all performers (other than extra performers) appearing in the reversioned program. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement. No additional payment beyond any audio/visual fee provided in Section 3 shall be required where the only modification to the program for audio/visual use is to shorten it and add appropriate bridging material of ten (10) lines or less or new openings and closings, without changing the original title, story or theme. The use of a new sub-title will not, in and of itself, require a payment under this section.

8. EDITED AND REVERSIONED PROGRAMS FOR USE ON PUBLIC TELEVISION STATIONS

If a program or closed end series produced under this or any prior Public Television Agreement is cut down and reversioned (i.e., by changing the order of or combining segments) in order to make a new program, with or without new material, for exhibition on a Public Television station or in Supplemental Markets, the Producer will pay to those performers appearing in the new program the applicable minimum day rate of the original program or the new program, whichever is higher. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement. This section does not apply where the only change in a program is to edit it down without changing the original title, story or theme for exhibition in a shorter time slot and where no new material is added other than bridging material of ten (10) lines or less and any changes in the opening or closing. The use of a new sub-title will not, in and of itself, require the making of a payment under this section.

9. DIRECT BROADCAST SATELLITE (DBS) EXHIBITION

A program made under this or any prior Screen Actors Guild Letter Agreement for Public Television Programs, may be transmitted by Direct Broadcast Satellite (DBS) during the initial exhibition period of the program provided in Paragraph 2 above, for payment of not less than the Supplemental Market participation fees set forth in

Paragraph 5A(2) above; however, the “step-up” fee shall not be due. The transmission of a program on DBS during any period other than that allowed under said initial exhibition period shall require, in addition to the payment of such amounts, payment of the fee set forth in Paragraph 5A(1) and (2), including the “step-up” fee.

10. INTERNET

A. Producers acknowledge that if the internet should become the primary medium for the exhibition of programming covered by the Screen Actors Guild Letter Agreement for Public Television Programs (i.e., a majority of viewers view such programming over the internet instead of through broadcast television), programming produced directly for internet for such national PBS distribution shall be subject to the terms of the Agreement. Prior to any such application, SAG will give notice to the Producers of its contention that the internet has become the primary medium. Should the Producers dispute this contention, the issue shall be subject to grievance and arbitration under this Agreement.

B. Producers agree that SAG shall not be precluded from attempting to organize internet productions on a multi-employer or producer-by-producer basis.

C. Internet Streaming

The parties agree, in light of the current uncertainties regarding the economics and the future of internet program distribution, to establish an experimental period, continuing for the duration of the Agreement, during which programs produced under the current or any previous Public Television Agreement may be used on the Producer’s website and on PBS and related websites and on-line services for no additional payments, provided that:

(1) Such websites and/or on-line services do not assess a charge to the consumer for viewing or downloading such programs.

(2) Upon the request of any performer, other than an extra performer, appearing in such a program, the program, or, at the Producer’s option, such portion of the program that includes the performance of the requesting performer, shall be removed from the internet within a reasonable period of time.

(3) Not later than 45 days prior to the expiration of the Agreement, Producer shall provide to SAG such information as it may reasonably request to enable it to negotiate an internet provision in a successor Agreement. Provided such information is reasonably available, the information to be provided upon request shall include, but not be limited to (1) a list of programs made available on the internet; (2) the dates of such availability; (3) the number of user “hits” on such program website.

11. DIGITAL TELEVISION (DTV)

The parties recognize that during the term of the Agreement public television stations will be required to program digital television bands and that it is currently contemplated that stations will engage in "multicasting," with the digital band divided into multiple signals. It is further recognized that, despite this requirement, the market for such digital broadcasts is likely to be very small and there will be a dearth of available programming. Accordingly, the parties agree that during the term of this Agreement Producer shall have the right to exhibit the programs produced under this or any prior Screen Actors Guild Letter Agreement for Public Television Programs over DTV provided that Performers appearing in "out of license" programming exhibited over DTV shall be compensated with a \$50 payment for such exhibition. Upon the expiration of this Agreement, the parties will address the issue of DTV anew in light of the development of the marketplace.

12. DESCRIPTIVE VIDEO SERVICES ("DVS") TO AIR ON SECOND AUDIO PROGRAM

Performers engaged to perform the narration for a Descriptive Video Service (DVS) that airs on a Second Audio Program (SAP) shall be paid at 75% of the applicable day rates for each such DVS program and/or version.

The workday shall consist of four (4) out of five (5) hours. Hours five through seven shall be paid for at straight time, based on a four (4) hour day [i.e., applicable rate divided by four (4)]. Overtime shall be paid at time and one-half after seven(7) hours or after five (5) consecutive hours.

In the event the performer is needed to record beyond one day and such additional day(s) is not later than ten (10) days after the original work day and further provided that such additional day(s) does not conflict with the performer's other existing commitments, the performer involved shall be entitled to an hourly rate paid at straight time for up to eight (8) hours with a two (2) hour minimum call. Overtime shall be paid after eight (8) hours.

The foregoing rates shall also constitute payment in full for up to 25,000 units of video disc/videocassette sales. Any sales beyond 25,000 units shall be paid for as a release to a Supplemental Market pursuant to the formula set forth above.

This provision is applicable to DVS when heard on SAP. Except as modified by this provision, all rates, terms and conditions of the Public Television Agreement shall apply.

For any DVS recordings to be heard on the program as part of the program and not on SAP, performers shall be entitled to one hundred percent (100%) of the applicable rates, and all terms and conditions of the Public Television Agreement shall apply.

In the event a program containing Descriptive Video is broadcast in a fashion that allows viewers to hear the Descriptive Video narration as part of the regular

broadcast, (i.e. not on a SAP Channel), and said broadcast is for demonstration purposes only, (i.e., to explain and demonstrate the nature and purpose of DVS), payment of an additional fee for the Descriptive Video narration shall not be required.

13. PROMOTIONAL ANNOUNCEMENTS (PROMOS)

A performer engaged to perform services in a program promotional announcement (i.e., a noncommercial announcement promoting one or more PBS programs or series) shall receive no less than the following rates for each promotional announcement.

	<u>11/15/98</u>	<u>03/01/01</u>	<u>11/15/01</u>
On Camera Principal	\$319	\$341	\$355
Off-Camera	214	229	238

A promo may be used for not more than thirteen (13) consecutive weeks on Public Television stations; provided that a promo made for a specific program may track the program release pattern in Section 2. For one hundred percent (100%) repayment, the recording may be rebroadcast for an additional thirteen (13) weeks.

A performer, other than an off-camera narrator or an off-camera announcer, may agree in writing at the time of his/her employment that he/she may be required to record promotional announcements, without additional compensation, which promote the program or series for which the performer is under contract as a series regular or, with respect to programs that are not part of a series, is the male or female lead who is paid at least 200% of the applicable minimum compensation. Such promotional announcements may only be recorded on a day the performer is otherwise working on the program or series.

For promotional announcements used on commercial stations, the announcer shall receive no less than the minimum Day Performer rates set forth in the Basic Agreement.

14. NON-DISCRIMINATION

If the Union or Producer has information which is the basis for a genuine concern that the policies expressed in Section 59 of the Basic Agreement are being violated, either party may request, on ten days notice, a meeting to discuss any matter relating to discrimination, fair employment, the policy expressed herein, its further implementation, the data submitted or any other matter relevant to equal employment opportunity for performers.

If the Producer has an official with responsibilities for matters involving equal opportunity, the Union's request for a meeting shall be referred to such person who shall then be responsible for arranging the meeting with the appropriate Producer representatives. If the Producer has no such person on staff, the Producer will designate such a person for the purpose of arranging the requested

meeting, and the Union will be notified in writing of the person so designated.

Representatives at the meetings will include the Company's senior labor relations and programming officials and persons responsible for developing story lines and casting, typically including executive producers, head writers, and where applicable, casting directors.

The ten (10) day notice may be given at any time but may not be given more often than once each quarter.

A party's alleged failure or refusal to participate in a meeting required by this Section 14., shall be subject to the grievance and arbitration procedures, as outlined in the Basic Agreement.

15. EXCLUSIONS

In connection with the production of educational or informational programs, the following are excluded from this Agreement: (i) staff announcers when performing local staff duties; (ii) teachers who perform in the areas of their teaching experience and specialized knowledge; (iii) members of student bodies, staff and faculty of a recognized educational institution or organization; (iv) choirs and choruses of recognized denominational religious or educational organizations; (v) audience members in audience participation programs; (vi) bona fide amateurs appearing as amateurs performing no more than twice in a calendar year; (vii) government officials and employees, commentators and analysts whose primary program function is to express their own opinions, interpretations and editorial comments who are employed occasionally on a single program basis; (viii) moderators whose reputations are outside the field of news, entertainment, or broadcasting and who appear not more than twice in a calendar year; (ix) recognized experts or specialists whose reputations are outside the amusement field, occasionally on a single program basis; (x) members of panels who take part in discussion of news, education, or public affairs; (xi) persons who act only as judges of contests; and (xii) interviewees.

In the event the Guild notifies the Producer that it contests the Producers' invocation of the "bona fide amateur exclusion" set forth in (vi), above, the Producer agrees to meet with the Guild promptly to discuss the exclusion. The Guild agrees, following such a discussion, to grant the Producer a waiver with regard to the first six (6) notices, if any, during the term of this Agreement. The purpose for such a waiver will be to allow the Parties an opportunity to familiarize themselves with the circumstances in which such an exclusion is invoked by the Producer.

16. MINOR EDUCATION

The Minor Education provisions of the Basic Agreement shall be modified to reflect that a teacher must be provided to minors who are guaranteed two (2) or more days of employment.

17. RETAKES

A pre-recorded program or a recording of a live program or a portion thereof may be re-recorded in order to make adjustments necessitated by mechanical failure, or adjustments or corrections in performance after the date of performance; provided that such re-recording is done not later than sixty (60) days after the broadcast in the case of a live program, or sixty (60) days after the performer's final performance day in the case of a pre-recorded program; and further provided that such re-recording does not conflict with the performer's other existing commitments. The performers involved shall be entitled to one-half the applicable one day rate for up to four (4) hours of work. Any work beyond four (4) hours will require payment of the one day rate for up to (8) hours of work, overtime thereafter.

The provisions of this paragraph shall apply only to "off-camera" performers engaged to perform services on educational or informational programs.

18. RESPONSIBILITIES OF PRODUCER

Producer shall maintain and submit to the Guild each week full and complete production records showing salaries of performers, days worked, daily hours of work and overtime. At the conclusion of principal photography, a complete report shall be submitted stating the gross salaries paid thus far to all performers and whether or not additional photography or sound recording shall be required.

19. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES

Compensation paid to performers under the terms of this Agreement shall constitute wages and shall be subject to deductions for social security, withholding, unemployment insurance, and disability insurance. Producer shall make the required payments, reports, and withholding deductions with respect to such taxes and premiums.

20. ADDITIONAL PROVISIONS

It is understood and agreed that programs produced under this Agreement are intended for initial and primary use solely for Public Television and shall not be used initially in any other media or markets including but not limited to commercial television, cassettes, pay-type CATV, pay TV, theatrical, etc., until and unless Producer has first negotiated with the Screen Actors Guild for additional compensation for such usage. However, the programs may be broadcast over commercial stations on a sustaining basis in geographic areas in which they are not broadcast by Public Television station. They may also be carried on a cable system on a strictly sustaining basis in an area in which they are not broadcast by Public Television station, so long as on a sustaining basis only and with no commercial announcements (local or otherwise) from the beginning to the end of the program broadcast.

21. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

22. Except as otherwise provided herein, all terms and conditions of the Screen Actors Guild Television Agreement of 1998 for Independent Producers or any successor agreement shall apply to these programs.

23. This Agreement shall be effective as of November 15, 1998 and shall expire on November 14, 2002 unless extended by mutual agreement of the parties. In the event that either party has not served appropriate timely notice for the expiration date above, the Agreement shall be extended on a day to day basis until sixty (60) days after either party serves written notice of termination on the other.

SCREEN ACTORS GUILD

By _____

ACCEPTED AND AGREED TO:

By: _____
(Signature) (Title)

(Print Name)

For _____
(Company)

Date _____