



## **Public Access Television for Northwest Lower Michigan *Policies & Procedures***

*Adopted by LIAA's Board of Directors, October 10, 2008*

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### **1. Introduction**

The *UpNorth Community Media Center (CMC)* is owned and operated by the *Land Information Access Association (LIAA)*, an IRS approved Section 501(c)3 nonprofit community service organization located at 324 Munson Avenue in Traverse City. LIAA has extensive experience in working with citizens, local governments and other nonprofits all across Michigan helping to expand civic engagement and build better communities through participation, education, information and the effective use of technology.

The *CMC* was created to provide a management structure and permanent home for the operations and development of public access television serving the local governments, nonprofit organizations, and citizens of northwest lower Michigan. *CMC* exists to support the creation, production and distribution of audio and video media which promotes and celebrates local achievement, community education, civic engagement, local culture and art appreciation, and individual expression. This community-generated media shall be available to everyone through cable television and the Internet.

Most of the funding for the *CMC* shall be derived from *Franchise Fees* collected by local units of government from the region's cable television provider, *Charter Communications*. Participating local governments will contribute to *CMC* a portion of franchise fees collected from each cable subscriber in their jurisdiction to televise their public meetings (with playback available on the Internet) and to assure that their citizens have access to this important, highly visible public forum. Some additional funding for *CMC* operations shall be provided by membership fees, donations and grants, and in-kind contributions from LIAA.

These *Policies & Procedures* for *Public Access Television* have been developed by a *Citizens' Advisory Committee* composed of dedicated volunteers from the participating municipalities, including the City of Travers City and East Bay, Elmwood, and Garfield Townships. The members of the *Citizens' Advisory Committee* are community residents who care deeply about improving the flow of information from local governments and community organizations, open and civil exchange of ideas, and overall community development.

## 2. Definitions

**Active CMC Member** – Any citizen, nonprofit organization, or local unit of government (including any county government) that pays the required annual membership fees and adheres to these *Policies & Procedures* as well as the *CMC Operating Rules*.

**Bicycled Program or Tape** – A video presentation produced by any group or individual outside of the CMC's public access television viewing area (i.e., approximately 11 counties in northwest lower Michigan). Video presentations produced by any group or individual within the viewing area shall be considered "locally produced."

**Participating Municipality** – Any city, village or township which collects franchise fees from Charter Communications and enters into a contract with LIAA for the provision of public access television services to the citizens and nonprofit organizations within its jurisdiction.

**Producer** – Any individual or representative of a nonprofit organization with a permanent residence anywhere in the viewing region who has satisfactorily completed the required certification course of study or received the appropriate waiver from the CMC.

**Qualified Nonprofit Organization** – An incorporated nonprofit organization which has received federal authorization under Section 501(c)(3) of the U.S. Internal Revenue Code, has its legal mailing address within the UpNorth TV cable-viewing area, and is an active member of the CMC.

## 3. Purpose & Mission Statement

The purpose of these *Policies & Procedures* shall be to clearly describe and define the rights, roles and responsibilities of the CMC in coordinating public access television services in cooperation with the participating municipalities, organizational members, individual members, and all citizens in the viewing area. These *Policies & Procedures* address topics of greatest concern, including public access to CMC's production facilities, training and production support, television programming, and requests for use of public access television facilities by individuals or groups. All other topics will be addressed directly by LIAA's management or the CMC rules of operation as needed until they are incorporated into these *Policies & Procedures*. These *Policies & Procedures* shall not be in conflict with the "Cable Television Consumer Protection and Competition Act of 1992."

Through its agreements with Charter Communications and the participating municipalities within our cable television viewing region, the CMC intends to provide equipment, facilities and training to empower qualified individuals and groups to speak for themselves through public access television consistent with their first amendment rights. The public access channel(s) shall be a vehicle for public expression in accord with all existing laws and regulations.

It is not the intent of the CMC, or its contractual agents, to inhibit or restrict the public use of any public access channel(s) or production facility, but to ensure that all persons and groups wishing to use the public access channel(s) or facilities have an equal and fair opportunity to take advantage of the communications potential of the public access concept.

The CMC and its Citizens' Advisory Committee are responsible for the periodic examination of these *Policies & Procedures*. We welcome suggestions and recommendations for improving these *Policies & Procedures* from anyone and everyone within the region.

#### **4. Public Access Television Channel(s) Availability**

The public access channel(s) are provided by Charter Communications, through a franchise agreement with the participating municipalities and their contractual arrangements with the LIAA. The franchise agreement and contractual arrangements give the CMC the capacity to provide programming opportunities to any citizen, nonprofit organization, or municipality within the viewing area. All television programming presented through the public access channel(s) must be in accord with these *Policies & Procedures*, CMC facility rules, and existing communication laws and regulations. Charter Communications and CMC shall cooperate with the participating municipalities to ensure that use of public access channel(s) shall reach its fullest potential and best serve the people and communities of northwest lower Michigan.

Any individual *Producer* or any *Producer* working with a nonprofit organization may request scheduled air time through the public access channel(s) managed by the CMC. Consistent with these *Policies & Procedures*, no production equipment or origination fees will be charged for television presentations submitted by citizens and nonprofit organizations with permanent residency within the jurisdiction of a *Participating Municipality*. Similarly, no production equipment or origination fees will be charged for television presentations submitted by active *CMC Members*, as described in these *Policies & Procedures*.

#### **5. CMC Facilities & Equipment Availability**

The CMC studio and other facilities are located within LIAA's building at 324 Munson Avenue, Traverse City. The CMC Studio shall be available on a first come, first served basis to *Producers* at specified times that shall be posted at the studio and on the Internet. Studio time must be reserved at least 24 hours in advance.

The CMC studio shall be maintained for production and video recording and shall be capable of producing, recording, cable-casting, or playing back an audio and video signal sufficient to meet the needs of the studio. The signal will be maintained in compliance with all standard cable-casting qualities. In most cases, a low hourly fee shall be charged for the use of the CMC studio, consistent with these *Policies & Procedures*.

The CMC also offers *Producers* the facilities needed for editing video presentations. Access to video editing equipment will be on a first-come-first-served basis. A fee shall be charged if the *Producer* is not an active CMC Member and resides outside of the jurisdiction of a participating municipality.

A limited inventory of portable equipment and supplemental production gear is maintained by the CMC for the production of television presentations at a site other than the CMC Studio (i.e., remote production). This equipment will be made available on a first-come-first-served basis to any properly certified *Producer*. A fee will be charged for the use of this equipment if the *Producer* is not an active CMC Member and resides outside of the jurisdiction of a participating municipality. The CMC reserves

the right to limit or cancel scheduled studio, post-production and/or portable equipment use by any *Producer* as necessary for service and maintenance of the studio and/or equipment.

The Citizens' Advisory Committee will regularly assess the adequacy of studio access time, channel access time, and equipment availability. The Committee may recommend changes as necessary to ensure complete public access to the CMC's public access television facilities.

The CMC staff members will be available to assist certified *Producers* on a limited basis. Advanced technical assistance or direct production assistance will be available for a low hourly fee.

The CMC staff members shall be responsible for the scheduling and use of the studio, production equipment, and editing facilities. The CMC staff members shall also be responsible for the actual cablecasting of public access television presentations as scheduled. The CMC staff members and contract employees may record and edit video presentations pursuant to agreements with nonprofit organizations and local units of government on a fee-for-service basis.

## **6. Required Training & Certification**

Any citizen or representative of a nonprofit organization who wishes to use the studio, production equipment, or editing facilities must become a *Producer* by completing a required course of study offered by the CMC or receive a course waiver by satisfactorily demonstrating a working knowledge of production skills to a designated CMC staff member. The CMC encourages individual citizens and representatives from nonprofit organizations to become certified *Producers*. Courses leading to certification will be offered on a regular basis at a nominal cost to the applicant. The course of study leading to certification and a listing of all courses, schedules, and descriptions shall be available at the CMC and on the Internet.

## **7. Fees & CMC Membership**

Most cable subscribers throughout the public access television viewing area pay monthly franchise fees to Charter Communications. These franchise fees are passed on to the cities, villages and townships throughout the region. *Participating municipalities* have agreed to allocate a portion of these funds to help assure that their citizens and organizations have the ability to make video presentations to the greater community by cablecast – a unique and powerful forum for public expression, education, entertainment, and community appreciation.

To be successful, public access television services must pay the cost of operations, assure the maintenance and timely upgrade of facilities and equipment, and provide adequate levels of staffing necessary for efficient and effective operation. A portion of the funds required are provided by participating municipalities through contract agreements with LIAA and CMC. To supplement these funds, the CMC will generate revenues by collecting fees for services and facility rentals, CMC membership dues, and by seeking additional contributions.

Citizens and nonprofit organizations located outside of the jurisdictions of the participating municipalities will be given access to all of the CMC facilities and the public access television channel(s), but will be asked to pay a small fee for these services. Similarly, all non-participating local governments will be asked to pay facility and television channel access fees. However, all citizens, nonprofit organizations,

and local units of government that pay annual membership dues will be given the same level of access as those individuals and groups located within the jurisdictions of a participating municipality. Further, active CMC Members will have access to the CMC studio and facilities at the lowest fee levels.

The *CMC Membership Dues and Fees Schedule* will be established by LIAA's Executive Director after consultation with the Citizens' Advisory Committee. The most up-to-date and current *Schedule* is available at CMC and is published on the Internet.

## **8. Application to Use CMC Facilities**

Anyone interested in using the studio, facilities or equipment, must submit a request to CMC staff members and follow these *Policies & Procedures* as well as rules developed for day-to-day operations by the CMC staff members, with oversight by the Citizens' Advisory Committee. *Operating Rules* shall be available directly from the CMC and shall be published on the Internet. *Producers* must have on file with the CMC a fully completed Public Access Channel Studio/Equipment *Producer Compliance Form* before applying to use the studio, facilities and/or equipment. The form will be kept on file at the CMC for a period of one year, after which the *Producers* must review and update the form to remain certified with CMC.

If the applicant is under eighteen (18) years of age the applicant shall have a parent or guardian cosign the necessary studio and equipment request forms. The cosigner along with the applicant shall be financially and legally responsible and liable for any damage to the studio, facilities and/or equipment beyond normal wear and tear and any other matters connected with the public access production.

The person using the equipment or studio shall meet the requirements of certification. A certified adult user may not sign for and relinquish control of studio, facilities and/or equipment to a non-certified minor.

The CMC staff members shall not deny access to any *Producer* who has met the requirements of these *Policies & Procedures* and the CMC's *Operating Rules*. Access to the CMC studio, facilities and/or equipment shall be denied to any person reasonably suspected to be under the influence of alcohol or drugs or to appear to be at the studio for no apparent legitimate reason.

The CMC shall keep for public inspection all scheduled program titles cablecast on the public access channel(s). The CMC may keep records of *Producers* and television presentations in a database for statistical and recordkeeping purposes, and may keep records of equipment usage related to the making of programs. However, these records may not be available for public viewing subject to current laws.

## **9. Liability**

*Producers* shall be responsible for any damage caused to the CMC studio, facilities and/or equipment by the *Producer* or its agents, employees, guests, or invitees, and shall pay for the repair or replacement of any facilities or equipment damaged. If there is more than one *Producer* or a cosigner, the liability shall be joint and several. This liability is independent of any liability of the group or organization which the *Producer* may be representing.

## 10. Obtaining Equipment

The CMC shall maintain an up-to-date list of facilities and equipment available to *Producers*. This list is available over the Internet and at the CMC. Facilities and equipment shall be made available on a first come, first served basis. Facilities and equipment shall be made available and shall be returned in accord with these Policies & Procedures and the CMC's *Operating Rules*. Those rules shall be prominently displayed and available to applicants and certified *Producers*.

## 11. Scheduling Air Time

The applicant requesting air time (i.e., one or more cablecasts) shall be a *Producer*. The applicant shall complete and sign the necessary forms as presented by the CMC staff. Except for live and series programming, or when the programming is clearly time-sensitive, air time shall not be scheduled until the television presentation has been completed.

A request for air time shall be made at least two (2) weeks, but not more than two (2) months, in advance of the proposed cablecast date. The *Producer* shall be notified of the inability to cablecast a program at the requested time within five (5) days after the request is made. *Bicycled* programs shall not be scheduled until all local programs have been scheduled.

While there is no theoretical limit to the length of a television presentation, there are practical limitations due to channel time availability. These constraints shall be discussed with the *Producer*. If scheduling allows, a presentation may be repeated. If repeated, the presentation will be alternated with other available content so that no one presentation receives excessive playtime.

To assure that television presentations are appropriate to the time slots and likely viewing audiences and to provide for a relatively predictable schedule for the viewing audience, the CMC staff members shall schedule air time based in part on the content of each presentation. The CMC shall prepare and, with approval of the Citizen's Advisory Committee, publish a content classification system for this purpose. The *Producer* shall categorize the content of each video presentation according to classification system prepared and published by the CMC.

Requests for *series time slots* shall be fulfilled provided that sufficient time is available for other requests and if:

- a. The presentation has new content at least every four (4) weeks,
- b. The certified *Producer* has at least three (3) programs completed, and
- c. The presentation is generated within the channel's viewing area.

Requests for the cable-casting of programs produced or originating outside the public access channel's viewing area require the sponsorship of a certified *Producer*. When used, such *bicycled programs or tapes* shall be presented as part of a longer program with locally originated opening and closing statements or remarks.

Upon request of a *Producer*, live programs may preempt scheduled taped programs if the content of the live program is determined to be time sensitive by CMC staff members. The CMC reserves the right to cancel scheduled air time due to facility service needs or required maintenance, or other extraordinary

events or circumstances. Questions regarding scheduling, preemption or cancellation shall be discussed with the CMC staff members.

## **12. Political Programming**

Television presentations with political content shall be subject to the same policies and rules as other programming, including scheduling of air time. Political advertising is not permitted on the public access television channel(s).

## **13. “First Use” of Television Presentations**

The CMC asserts the right to "first use" of programs produced, in whole or in part, using the CMC studio, facilities, equipment, and/or staff time owned by or under contract to the CMC. "First Use" means the initial broadcast use.

## **14. Program Ownership & Copyright**

*Producers* shall retain ownership of the creative rights to the video content they produce. However, the CMC will retain the right to provide on-demand video streaming of all content aired on the public access channel(s) through its Internet site. The CMC shall provide a necessary amount of tape or disk space for *Producers* to complete a project in a format suitable for cablecast.

The CMC shall retain a copy, electronically or on physical media, of television content submitted. This copy shall be retained for not less than sixty (60) days from the last *playback date*. A copy of the program shall be available for viewing by the *Producer*. *Producers* must secure the appropriate copyright clearances prior to using music and any other copyrighted material.

## **15. CMC Facility *Operational Rules***

The CMC staff shall establish *Operating Rules* for the use of the studio, facilities and equipment. Those rules will be subject to review and approval by the Citizens’ Advisory Committee. Upon the approval by the Citizens’ Advisory Committee, the *Operating Rules* shall be posted in a conspicuous place at the studio for review by *Producers* and other participants. The rules shall include the following:

- a. The use and care of both studio and equipment;
- b. *Producer* accountability;
- c. Non-essential personnel during production time;
- d. Limitations on drinking, eating, and smoking during production time; and
- e. Studio conduct during production time.

Any violation of these rules may result in immediate action and/or the withholding the future use of equipment and/or studio from the violator.

## **16. Content Limitations**

Each video presentation may be subject to review by the CMC staff and/or the Citizens' Advisory Committee prior to playback and/or cablecast. The CMC reserves the right to reclassify and/or deny airtime based on this review. The *Producer* is responsible for the content of the program and is required to sign the ***hold harmless and indemnification agreement*** which is part of the *Public Access Channel Air Time Request Form*.

The CMC permits and encourages the broadest use of the public access channel(s). However, any content presented for playback and/or cablecast by any *Producer* must comply with the community's standards of decency and may **not** include:

- a. advertising or messages within a video presentation designed to look or function like a commercial, as seen on commercial television, unless specifically intended as a spoof or humorous interlude.
- b. advertising materials designed to promote the sale of commercial products or services, including advertising by and on behalf of candidates for public office.
- c. Lotteries or any advertisements or information concerning lotteries or games of chance.
- d. Solicitation of funds (*except for qualified nonprofit organizations*).
- e. Material soliciting or promoting unlawful conduct.
- f. Material containing potentially offensive images or language departing from community standards without redeeming artistic, educational, political, or scientific merit.
- g. Material that violates local, state, or federal laws, including any content that is obscene, pornographic, indecent, defamatory, libelous, slanderous or departs from community standards in any of these areas.

Public access television in our community is part of the *Basic Cable* tier which means that the channel comes into the home of every cable viewer. Producers should evaluate their program as if it will appear in a window on Main Street. Programs containing potentially offensive images or language must, taken as a whole, have redeeming artistic, educational, political, or scientific merit and be presented in an appropriate manner. Content that meets these requirements but would be inappropriate for younger viewers will require time restrictions and disclaimers warning viewers of content.

The CMC will not automatically preview programs. It is the producer's responsibility to evaluate and report potentially offensive content. If you have any questions about the suitability of content, please discuss the matter with the CMC station manager before submitting your program. The CMC reserves the right to prohibit or restrict potentially offensive content.

## **17. Underwriting Policy**

The CMC encourages financial or in-kind underwriting support for program production including costs for material, equipment, fees, or labor. The CMC cannot be used by individuals for money-making endeavors. Therefore, if any CMC equipment is used in any aspect of the production, underwriting support *cannot* be used to pay for producer labor.

Underwriter acknowledgement may include a slogan, address, phone number, hours of operation, web and email address, logo, map, still images, and a description of services. The acknowledgement may not include prices or qualitative statements or claims such as "best", "cheapest", etc.

An underwriter acknowledgement display within a program must be limited to 15 seconds per underwriter. A display may be shown once at the beginning of a program and once at the end. A maximum of six underwriters per show are allowed.

Underwriting support for overall station operation may be acknowledged at the discretion of the station manager.

Underwriter acknowledgement in bicycled programs must be removed.

## **18. Violations & Sanctions**

Policy and/or Rule violations shall be classified as either minor or major violations. Each violation may result in the imposition of sanctions by the CMC.

Minor violations include, but are not limited to:

- a. Failure to cancel or claim a reservation of equipment or studio 24 hours prior to the time reserved.
- b. Late return of equipment without an authorized extension of loan time.
- c. Failure to vacate the studio or editing facilities by the end of reserved time.
- d. Return of dirty or damaged equipment.
- e. Use of equipment or studio in an unsafe or inappropriate manner.
- f. Use of equipment or studio for production of content not intended for cablecast.
- g. Leaving trash or debris in the studio.
- h. Reserving or checking out equipment for another *Producer* without approval.
- i. Canceling equipment or reservations three times within a thirty (30) day period.
- j. Misleading or inaccurate categorization of content (see Section 11).

A minor violation may result in the following sanctions in addition to the responsibility to pay for the repair or replacement of any damaged CMC facilities or equipment.

- a. For the first minor violation a written warning.
- b. For the second minor violation, a 1 month suspension from equipment, studio and air time.
- c. Subsequent minor violations, a 1 year suspension of *Producer* privileges and a re-certification requirement.

The Citizens' Advisory Committee shall regularly review disciplinary actions taken by the CMC and make recommendations for changes in procedures and sanctions. *Producers* may seek the review and modification of disciplinary actions taken by the CMC by the Citizens' Advisory Committee at regularly scheduled meetings. *Producers* seeking a review of sanctions, must notify the CMC at least two weeks prior to a regularly scheduled meeting of the Citizens' Advisory Committee.

Major violations include, but are not limited to:

- a. Failure to pay for equipment damage or loss.
- b. Submission of a check with insufficient funds.
- c. Failure to conform with the "first use" requirements in these *Policies & Procedures*.

- d. Abuse, vandalism, or failure to maintain CMC facilities and/or equipment.
- e. Return of equipment in damaged or unworkable condition, and/or failure to return equipment due to negligence, loss or theft.
- f. Unauthorized removal of equipment from the CMC.
- g. Reserving or checking out equipment for use by an uncertified or suspended user.
- h. Attempted equipment maintenance or disassemble.
- i. Unauthorized use of the CMC facilities and/or equipment.
- j. Breach of the *Public Access Channel Air Time Request Form* and/or the *Content Limitations Section* of these *Policies & Procedures* (Section 16).

A major violation may result in the immediate suspension for at least 30 days from use of CMC facilities and equipment as well as suspension from the use of air time. Violators shall be required to pay for the repair or replacement of any damaged CMC facilities and/or equipment. Any subsequent major violation shall result in the revocation of all privileges for 5 years. Where damage to or loss of equipment has occurred, suspension shall remain in effect until full compensation is made. There are no written warnings prior to suspension in cases of major violations. Further, membership fees will be retained by the CMC.

## **19. Nondiscrimination**

No persons shall be denied training, equipment, facility access, or channel time on basis of race, sex, physical disability, sexual preference, religious or political belief or affiliation.

## **20. Appeals**

Any individual or group may appeal any decision or interpretation of the CMC staff members by submitting a written request to the Executive Director of LIAA and/or the presiding officer of the Citizens' Advisory Committee. In consultation with the Citizens' Advisory Committee, the Executive Director of LIAA shall make a determination on the request within 30 days.

## **21. Adoption & Amendments**

These *Policies & Procedures* have been adopted by LIAA's Board of Directors. They may be amended from time to time by LIAA's Board of Directors after consultation with the Citizens' Advisory Committee.