

# Operating Rules, Policies and Procedures for Mountain Community Television Channel 15 (MCTV15)

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Mountain Community Television Channel 15 ( MCTV15 )

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### Preamble

Freedom of speech, as guaranteed by the First Amendment to the United States Constitution, is a basic, defining principle of democracy at the community level, both for the general citizenry and for the leaders of municipal government. Robust and open discourse, through public access to television, promotes the social health of the community.

Public Access Television in south Siskiyou County is managed under a first-come, first served, content-neutral programming policy, which ensures fair and equal opportunity for all users of the service.

All rules and procedures for the use of public access resources are based on the principle that each shows creator (producer) is personally responsible for his or her expression, that this is the best means of guaranteeing individual freedom of speech rights. Therefore, it is the producer - not the City of Mt. Shasta, City of Weed, City of Dunsuir, its officials, or the managers of public access resources (MCTV15) - who is completely and solely responsible for the exercise of his or her free speech rights, and any legal consequences arising there from.

The legality of any given speech or expression may only be determined by a court of law. Because of this, and the First Amendment concerns above, the Cities do not make any regulations concerning the content of speech cablecast over the public access facilities, other than requiring its legality. The City's role is restricted to providing a conduit for the exercise of individual, non- profit, free speech, and it, therefore, assumes no responsibility for the content of such expression.

Producers' free speech rights are protected and enhanced by public access television. But the responsibilities inherent in the right of free expression should not be taken lightly. It is the producer who must analyze the effect of his or her show on the community and determine the appropriateness of the material to be cablecast, and who must weigh and understand his or her liability.

This is the price we, as free citizens, pay for the opportunity of free speech in America.

Drafted by Stuart Heady, Shelley Brisbin and Ed DelaBarre -- 1991

### I. Introduction

Welcome to Mountain Community Television (MCTV15) – Public, Education, and Government (PEG) Access television. MCTV15 manages channel 15 on the Northland Cable TV system that serves Weed, Mt.Shasta, Dunsuir, McCloud and surrounding areas. The staff and facilities of MCTV15 are here to encourage and facilitate the exploration of television production and communication via your community television center. The operating rules are intended to guide and assist you when using MCTV15 resources and to assist you in making the best program possible. If you have any questions about the service MCTV15 offers, please ask the staff.

As with any effective service organization, MCTV15 will be constantly growing and changing to serve the needs of our community. Let us hear from you about how we can improve our services.

#### 1. Mission Statement

The mission of MCTV15 is to encourage and support the use of media for sharing thoughts opinions and events by, and for the people of Siskiyou County.

#### 2. History

The efforts to make public access television a reality in the City of Mt.Shasta was started in 1998 by the initial efforts of Diana Limjoco Pollard. Early dreams included connecting the four commingles (Weed, Mt.Shasta, Dunsuir and McCloud) via a public access cable television channel. The City of Mt. Shasta requested that a volunteer committee be established to manage the access channel. A community based volunteer board was setup by Diana. Through many years of hard work and perseverance the board created Mountain Community Television Channel 15 (MCTV15) and established it as a 501-c3 non profit public service corporation. MCTV15 realized one of it's goals of uniting all four communities in late 2004 when it connected McCloud to the system.

The first regular show 'Real-TV' was cablecast in September 2002 and continues to this day. It has been joined by many other locally produced television shows.

#### 3. Volunteers

The success of MCTV15 grows with its support from volunteers. MCTV15 is governed by a diverse volunteer Board of Directors. All MCTV15 Board meetings are open to the public and input is encouraged and welcomed. The MCTV15 Board meets on the first Monday of every month at 11am in Studio COS or otherwise noted.

MCTV15 has a small paid staff, so volunteers are the core of the organization, and the opportunities for volunteers are plentiful. You can assist in training, board or committee activities, production, camera operations, editing, writing, directing, acting, engineering, and more. Not only will you be contributing your time, knowledge, and interest to a unique community resource, you'll have a good time doing it. MCTV15 is an exciting and creative place to be.

#### 4. Staff

The MCTV15 staff consists part-time workers. In addition to the paid staff, volunteers are considered part of the MCTV15 work force. All volunteers are equal and have no authority over other volunteers unless staff has delegated this authority.

#### 5. Location

MCTV15 operates and maintains a small television production facility:

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#### 6. Hours of Operation

Operation times are posted on the Internet at our website [www.mctv15.org](http://www.mctv15.org) and on the door at our production facility. Special arrangements can often be made to facilitate service outside of our normal hours.

## II. Eligibility

Eligibility for use of MCTV15 managed resources is limited to any adult resident; authorized minor; representative of a Siskiyou County area non-profit

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organization; local government agency; local educational establishments; students in media classes at College of the Siskiyous; provided that:

1. For Residents, Students, Area Non-profits, Local Government, Local Education
  - 1.1. Resources will be used to produce a public access show for cablecasting on MCTV15.
  - 1.2. Resources will be used only within Siskiyou County, unless special permission for other use has been granted in writing.
  - 1.3. MCTV15 has on file a record of certification for the producer for the resources being used. To become certified, an individual must have successfully completed an access production workshop or passed a proficiency test conducted by MCTV15.
  - 1.4. The producer is not currently suspended due to rules violations or misuse of access resources.
  - 1.5. Producers who wish to use MCTV15 production facilities must have paid an annual access fee through the period of resource use. It is not necessary to be an access producer in-order to submit a show for cable casting. The current rates are listed on the access application form. There are a number of access options available:
    - 1.5.a. Individual, one person who lives within Siskiyou County.
    - 1.5.b. Family, all members of an immediate family from one household living within Siskiyou County.
    - 1.5.c. Senior, individuals over the young age of 65 and living within Siskiyou County.
    - 1.5.d. Student, some one who has a current student id card for one of our community education establishments.
    - 1.5.e. Non-Profit Organization, for up to 5 representatives of a Siskiyou County based non-profit.
2. For College of the Siskiyou Students enrolled in a Media Classes
  - 2.1. Resources are to be used only within the studio.
  - 2.2. Resources are used in connection with the media class the student is enrolled in.
  - 2.3. Resources are used only under instructor supervision.
3. For Entities that use MCTV15 professional production services.
  - 3.1. Productions must be non-commercial in nature.
  - 3.2. A written contract for services must be approved and signed by both MCTV15 board and the contracting entity.
  - 3.3. Fifty percent of the estimated production cost becomes due at the signing of the contract.
  - 3.4. Production fees are based, in part, on the number of personnel hours required for the production. Production requirements vary greatly and therefore, so does the cost.
  - 3.5. MCTV15 reserves the right to refuse service to anyone
  - 3.6. If actual contract costs exceed 20% of original estimate, contract must be renegotiated by the producer, and resubmitted for MCTV15 board approval
4. For Entities using MCTV15 resources for commercial projects.
  - 4.1. A written contract for services must be approved and signed by both MCTV15 and the contracting entity.
  - 4.2. Fifty percent of the estimated production cost becomes due at the signing of the contract.
  - 4.3. No MCTV15 staff or volunteers are officially available to assist with commercial contract productions.

## III. Scheduling Equipment and Facilities

### 1. Preproduction Meeting

One preproduction meeting is required per individual show or series. Additional preproduction meetings may be scheduled as needed. Before reserving MCTV15 equipment, the community producer is required to fill out a Production Agreement form and meet with a Production Coordinator to discuss the show. This form and meeting will:

- 1.1. Assist the producer in deciding what equipment, facilities, crew and budget will be needed for the proposed production.
- 1.2. Allows the Production Coordinator to assess production fee level:
  - 1.2.a. Unfunded, non-profit production for cablecasting.
  - 1.2.b. Funded, non-profit production for cablecasting.
  - 1.2.c. Commercial, any production that is not shown on MCTV15 or is produced for commercial gain.
- 1.3. State that the producer has read and understood the MCTV15 rules.

### 2. Reservations

Reservations for resources are on a first-come, first-served basis, except for advance series reservations, which are established bi-annually. All reservations are granted without favoritism.

- 2.1. Reservations can only be made for a specific contracted show.
- 2.2. Reservations may be made or canceled only by the actual producer.
- 2.3. Reservations must be made in advance of equipment use.
- 2.4. Reservations may be made in person or by telephone.
- 2.5. Reservations may be made no more than 21 days in advance of actual use.
- 2.6. A reservation may be made to use equipment away from the Access facility for up to 2 days.
- 2.7. Facilities including studio, editing, dubbing and viewing time are limited to 3 hour time blocks.
- 2.8. Reservation fees according to the rate sheet and production agreement are due at time of reservation.
- 2.9. Reservations may be only for one production unit or facility resource at a time, except by special request.
- 2.10. Special requests for reservations may be submitted in writing to cover the following:
  - 2.10.a. use away from the Siskiyou County area
  - 2.10.b. longer than 2 day check-out
  - 2.10.c. longer than a 3 hour time block for facilities
  - 2.10.d. reservations made more than 21 days in advance
  - 2.10.e. use of more than one resource at a time, studio or editing reservations in excess of stated limits.
- 2.11. Special requests may be granted dependent on the following criteria:
  - 2.11.a. impact on other users
  - 2.11.b. amount of programming produced
  - 2.11.c. safety and care taking of equipment. A deposit, applicable insurance or other proof of financial responsibility may be required.
- 2.12. MCTV15 will attempt to notify the holder of a reservation should equipment malfunction or failure adversely affect its use.
- 2.13. Advance reservations for studio and editing facilities are limited to a combined total of twelve hours per week per producer.

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- 2.14. Prior to processing producers reservations' requests, MCTV15 reserves the right to reserve any equipment in advance for maintenance, training, non-series block or outreach purposes.
3. Access Producer Insurance and the Equipment Replacement Fund
  - 3.1. Producers are liable for any loss or damages sustained to MCTV15 facilities and equipment while checked out by the Producer.
  - 3.2. Producers are recommended to pursue personal insurance coverage for their productions.
4. Equipment Contract for used away from MCTV15 facilities
  - 4.1. Producers are required to complete and sign an Equipment Contract.
  - 4.2. It is the producers responsible to determine that the equipment is in working condition at time of check out. Any malfunctions or damage must be noted on the Equipment Contract.
  - 4.3. Producers must check out and check in reserved equipment no later than 15 minutes after scheduled time.
  - 4.4. At check-in time, equipment will be inspected by MCTV15 for damage and working condition.
  - 4.5. A security deposit may be required at time of check-out. This deposit is returned to producer after check-in and everything is in order.
5. Cancellations
  - 5.1. The producer is required to notify the staff of any cancellation of reserved equipment or facilities time prior to the time reserved.
  - 5.2. Twenty-four hours prior notice is required for Access Studio cancellations. Usage fees apply to late cancellations or no shows.
  - 5.3. Frequent cancellations are discouraged. Within a calendar month, a producer may cancel only two reservations with less than a week's notice; additional cancellation of less than a week will constitute a minor violation of the Rules and Procedures.
6. Additional Procedures for Use of Studio Facilities
  - 6.1. Series Reservations: Producers with series shows scheduled on MCTV15 may request and be given priority use of regular series production time in MCTV15's production facility. The amount of studio time granted will be based on a ratio of a maximum of three hours of studio use to one hour of completed programming. No more than three hours per week of studio time per series will be granted. Regular series production times will be awarded bi-annually at the time of series renewals for cablecast time and will continue only as long as the series is active.

## IV. Program Ownership & Distribution

1. Ownership/Copyright

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

Non-commercial programs that are produced with MCTV15 equipment and facilities must be intended for cablecast on MCTV15. Programs that are produced and not shown within 6 months may be reclassified as commercial and the producer will be liable to pay the posted commercial rate for the production services used.
3. Show Agreement

At the time a completed show is submitted for cablecast scheduling, the producer or provider must submit a signed Show Contract which holds him/her liable and legally responsible for the shows content. In signing the Show Contract, the provider warrants that the show does not include:

- 3.1. Any material that is libelous, slanderous, or defamatory; or material that constitutes an unlawful invasion of privacy.
- 3.2. Any material which is in violation of obscenity laws as defined by the California penal code.
- 3.3. Any material that violates local, state, or federal laws.
- 3.4. Any product advertising ( material that promotes any commercial product or service).
- 3.5. Any solicitation or appeals for funds.
- 3.6. Any unlawful use of copyrighted material.

4. If such material is cablecast on MCTV15, only the producers/provider, and not MCTV15 operators, are liable.

### 5. Potentially Objectionable Show Content

MCTV15 requires that producers provide notice to cable viewers in the event that their show contains potentially objectionable content. Potentially objectionable content can include, but is not limited to, profane language, nudity, extreme physical violence or degradation, and graphic depiction of medical procedures. If a show includes any of these elements, a viewer advisory must be included at the beginning of the show stating:

"The following show contains material which some viewers may find objectionable or inappropriate for viewing by children."

A minor violation will have been committed by a producer who submits a show without the warning.

### 6. Identification

The producer/provider must be identified at the beginning and end of the show by a character generated name and local contact information for at least 20 seconds. Local contact information may be an active and accurate local address, a telephone number or an email address. PO box addresses are acceptable and a pseudonym may be used to protect personal confidentiality.

### 7. First Use

Any show in which the community producer has made use of MCTV15 facilities and/or equipment must be cablecast at least once on MCTV15 prior to, or concurrent with, cablecast on any other community access system and prior to any other form of distribution. Failure to provide show for first use will be considered a minor violation.

### 8. Acknowledgment of MCTV15 Access Facilities

All programs produced with MCTV15 equipment and facilities and any copies, must clearly acknowledge the provision of the equipment and facilities. The following wording is required on all programs:

"This has been a Public Access Show produced through the facilities of MCTV15, CA. © Your Name, Current Year."

An equivalent graphic provided by MCTV15 may be substituted for the above text.

Failure to provide the message is a minor violation.

## V. Channel Access

### 1. Resources and Eligibility

- 1.1. Public Access cablecast time is available free of charge to any Siskiyou County resident or representative of a Siskiyou County non-profit organization. A cablecasting fee is applied to all other requests.
- 1.2. Cablecast time is available on a first-come, first-served basis.

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1.3. Shows will be scheduled at least once and will be cablecast more often at the staff's discretion.

## 2. Procedures

### 2.1. Submitting and Scheduling Shows

Completed shows are submitted to MCTV15 via the city halls in Mt. Shasta, Weed, Dunsmuir or at MCTV15's production facilities. (The person submitting the show is hereinafter referred to as the show provider.)

2.2. MCTV15 endeavors to schedule all shows at least 21 days ahead of cablecasting. Single, non-series shows should be submitted at least 21 days prior to planned cablecast date. Series shows can be submitted up to 7 days prior to cablecast date.

2.3. Priority is given to the first time showing of a new show. Repeat showings may be requested and are at the discretion of MCTV15.

2.4. Providers may submit a written request to accept shows for cablecast submitted less than the time required for scheduling, and these requests will be evaluated and honored depending on the ability of staff to meet all scheduling demands.

2.5. Providers may request non-series cable cast time more than 21 days in advance by submitting in writing a special request for cablecast time to MCTV15. Special requests will be handled on a first-come, first served basis dependent upon availability of cablecast time. Reservations for cablecast time will not be accepted more than six months in advance.

2.6. Furthermore, through the Show Agreement, the provider agrees in writing to indemnify and save harmless MCTV15, its staff and Board of Directors, Northland cable television and its employees, and the Cities of Mt. Shasta, Weed and Dunsmuir, from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of cablecasting the show.

2.7. Providers may request specific cablecast times, and staff will match cablecast time with requested times whenever possible. To facilitate scheduling and viewer ship of programming, MCTV15 has divided up the days and times based on providers content description:

- 2.7.a. Children's content will be scheduled between 3pm and 6pm
- 2.7.b. Not-Suitable for children will be shown between 10pm and 5am.
- 2.7.c. Religious programming will be shown on Sundays
- 2.7.d. New age programming will be shown on Tuesdays

## 3. Rules Violations and Loss of Privileges

3.1. MCTV15 will not censor or review shows before they are cablecast. However, MCTV15 will not knowingly permit the public access facilities or the cable channel under its control to be used for the production or cablecasting of any material which is in violation of California's Penal Code regarding obscenity. MCTV15 shall prohibit such programming from cablecasting or suspend such programming in progress, if and when MCTV15 receives actual knowledge of the content and character of said programming. The public access channel is a public forum; therefore, constitutionally appropriate guidelines will be followed to enforce this provision.

3.2. The Operations Manager may suspend from play any material which appears to be in violation of the California Penal Code or other local, state or federal law. If such material is suspended from play, prior to or during its first cablecast, MCTV15 shall confer with the responsible provider and seek voluntary compliance with the Show Warranties on the show submission form and shall also review such evidence as the provider wishes to present concerning their intent in presenting the show, the legality of its content, etc. If there is agreement between the parties:

3.2.a. To remove the show from play or re-edit it prior to play; or

3.2.b. That no violation had occurred (i.e. there has been no actual breach of the Program Warranties), will be played at the earliest opportunity, or at the original time requested by the provider, or at a time mutually agreed upon by MCTV15 and the provider.

If no agreement can be reached between the parties, MCTV15 will initiate a review by an appropriate court of law at the earliest opportunity. The judgment of the court will determine the shows eligibility for play. If it is found to be in violation of the law, it will not be played and the provider will be charged for MCTV15's legal fees. If it is found not to be in violation, it will be played at the earliest opportunity, or at the original time requested by the provider, or at a time mutually agreed upon by MCTV15 and the provider.

3.3. If a provider submits a show which, after it is cablecast, appears to the Operations Manager to violate any terms of the Show Contract, the Operations Manager may require that the show be suspended from future play over the channel. The Operations Manager shall inform the provider and the MCTV15 Board of Directors of the action immediately and in writing. A show provider can appeal the suspension with the MCTV15 Board of Directors. The Operations Manager's decision regarding the suspended show becomes final if no appeal is filed with 60 days of the suspension.

3.4. If an appeal is filed with the MCTV15 Board of Directors, the Board will convene just prior to the next scheduled board meeting to consider the appeal. If the Board overturns the decision of the Operations Manager, then no further action is necessary, and the provider may have their show played. If the decision of the Operations Manager is upheld by the Board, the show will not be replayed.

3.5. If the show provider is found to have submitted material in violation of the law (s) he shall be subjected to immediate suspension from use of MCTV15 managed resources, including the right to submit shows for cablecast.

3.6. The suspension shall be indefinite and for a minimum of one year. After one year, the provider may apply for reinstatement which may be granted following a period of training in programming responsibilities and a review of applicable law, community standards, or other material designated by MCTV15 staff. A subsequent, similar violation by the same provider will result in a period of suspension not less than two additional years. Additional violations of this nature will result in open, indefinite suspension.

3.7. A provider who is in litigation including criminal indictment or civil litigation for actions in any way related to use of access resources or materials submitted for cablecasting on public, education or governmental access stations may be placed on indefinite administrative suspension during the process of litigation. The suspension shall be from use of access resources as well as from the right to submit shows for cablecast.

3.8. Other violations of show warranties will be treated as major violations and are subject to disciplinary actions as defined in Section IV of these Rules and Procedures.

## 4. Scheduling Priorities

4.1. In scheduling shows on the MCTV15 Access channel, first priority is given to live local government meetings, second priority is given to locally produced shows. Third priority is given to shows produced elsewhere but sponsored locally. Fourth priority is given to all shows produced elsewhere without a local sponsor. New shows have priority over repeat showings of either individual or series shows at the

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discretion of MCTV15. Requests to preempt a repeated show must be reasonable, and should be made at least 21 days in advance, to accommodate the demands of published television listings. Producers requesting a preemption are encouraged to confer with the holder of the time to minimize conflict. Time sensitive community programming will be accommodated to the extent possible, regardless of notice, but cannot be guaranteed for play unless the above conditions are followed.

4.2. Local shows are defined by the producer's residence, and not the shows content. Any show with a substantial amount of local production work is a locally-sponsored show. Adding local credits or opening and closing tags to a locally-sponsored show does not qualify the show as a locally-produced show.

4.3. Satellite shows submissions must have written clearance from the authorized distributor for carriage of the programming on a non-commercial channel on a preemptive basis.

4.4. Local sponsors of non-locally produced programming take sole responsibility for the shows content, under the Show Warranties.

4.5. Non-locally produced programming submitted by a non-local sponsor are excepted for scheduling at the discretion of the Operations Manager. Successful submissions are subject to a cablecasting fee and must be presented with a signed Show Agreement on a per episode basis.

4.6. It shall be understood that the Electronic Bulletin Board is a service provided for the community and adequate time will be provided on the channel to meet the needs of the community.

## 5. Series Shows

5.1. A series time slot is a privilege, not a right. A provider who submits shows on a regular basis may apply for a series time slot upon submission of three shows for cablecast in compliance with the provisions outlined in the Show Agreement. Series time slots are available for shows which are cablecast on the same day, and time on a weekly, bi-weekly or monthly basis.

5.2. To keep a series time slot, the provider should maintain a 5 to 1 ratio of total show hours to original show hours (i.e. 20% of the programming for the series must be first-run programming). Requests for exemptions to the 20% guidelines may be made in writing to MCTV15. The 20% requirement may be waived at the discretion of MCTV15.

5.3. Additional plays may be requested but may not necessarily be programmed at the same time each week.

5.4. Series are granted for a maximum term of three months. Quarterly, MCTV15 will process requests for renewals of series, which may be granted depending on space available on the channels. At this time, all current requests for renewals or new series will be processed in the order established by a random drawing following a month long application process. Priority will be given to 30 minute shows, followed by 60 minute shows, with 90 minute shows given lowest priority. Requests will be granted until all available times are taken. The time slot chosen by the provider will be granted unless there is a conflict with a request already granted, in which case, other choice(s) by the applicant will be attempted to be granted. In cases where requests cannot be filled, applications will be kept on file until the next renewal.

5.5. At any time, requests may be made for new series by persons who do not currently have series. Providers who wish to make changes in channels, time of play or length of their current series may also request such changes at any time. Requests of these types will be granted immediately, if there is no conflict with existing schedules. Otherwise, these requests will be kept on file and treated as equal to other requests at the quarterly series renewals.

5.6. Series providers must submit shows to play in their series time slots no later than noon 7 days prior to the requested cablecast date. Due to the necessity of timing and ingesting shows in preparation for cablecast by MCTV15, shows received less than 7 days prior to cablecast may not be cablecast on time.

## 6. Live Series and Non-Series Shows

6.1. All live series or non-series shows must be accompanied by a completed MCTV15 Show Agreement.

6.2. All such requests must be made at least 21 days in advance.

6.3. First-time live show providers are requested to limit themselves to a maximum of one hour program length until completion of three scheduled live shows. When applicable, the Programming Department may reserve cablecast time for a longer live series request until the first three shows are completed.

6.4. Due to the nature of live series shows, a series slot is granted prior to completion of three shows, but should any of the first three scheduled shows fail to be cablecast as scheduled, the series will be immediately considered canceled.

6.5. Providers should give the MCTV15 Programming Department at least 48 hours advance notification of the cancellation of a live show. Cancellation within 24 hours of a scheduled cablecast time will result in loss of the right to reserve live series time except in case of an emergency and at the discretion of the MCTV15 staff. Loss of any privileges regarding reservation of live series time under items 6.4. in no way affects the right of a producer to reserve cablecast time for non-series live cablecasts.

6.6. All live series producers will be required to maintain in the Programming Department at all times an emergency back-up tape to be played in the event of a cancellation prior to 48 hours of a scheduled cablecast. The back-up tape need not be received by programming prior to the completion of the first 3 shows.

6.7. Taped repeats of live shows including emergency back-up tapes must comply with all rules and technical requirements governing tape submission to MCTV15.

6.8. Replaying a live show will not be allowed if the tape contains a phone number to call in to the show, unless the tape has been re-edited to remove or obscure the call-in numbers.

6.9. Live shows are covered by the same Show Agreement regarding content as are recorded shows.

## 7. Showcase Show Scheduling

7.1. A Showcase is a collection of shows scheduled and promoted around a particular theme or topic which usually plays throughout a day, week or month, and which reflects a diversity of a local producer's work.

7.2. In addition to the regular Showcases organized and sponsored by MCTV15, community members are encouraged to schedule and promote programming on a space available basis, and are subject to all Rules and Procedures governing resource, facility, and channel use. Members will be accommodated as long as they do not unduly limit community access to the cablecast time.

7.3. Showcases requested by community members should be preceded by a written request to MCTV15 as early as possible before the desired cablecast date. All show materials must be received by the programming department no later than 21 days prior to the scheduled cablecast.

## 8. Show Scheduling Disputes

8.1. Cablecast time is available on a first-come, first-served basis. In the event that

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- 8.1.a. a new series provider requests an occupied series time slot,
- 8.1.b. the three month series commitment is completed, and
- 8.1.c. alternative space cannot be found through dispute resolution
- 8.1.d. the time slot will be made available to the new series requester at the quarterly-annual series renewal. Local series may request time slots held by non-local (sponsored) series at any series renewal time. Attempts to circumvent the rules by superficial changes like show title changes or changing the producer of record will not preserve the series slot. Pending requests will not be held longer than six months.

## 9. Picking Up Shows

- 9.1. Shows are available for pickup 7 days after the first cablecast date of that show.

## 10. Show Content Feedback

- 10.1. The MCTV15 Access channel will periodically carry announcements advising viewers with questions or comments about the public access shows to call or write MCTV15. Producers and other members of the general public may make comments concerning programming on the MCTV15 channel by telephone, email, website or in person. Staff will communicate viewer response to the show provider and will also keep records of same at the MCTV15 Access Center.

## 11. Show Content Complaints

- 11.1. Staff will document show content complaints in writing and maintain files of same. Viewer complaints will be communicated to the show provider. In the event that the complaining party threatens litigation, subsequent play of the show will be postponed until compliance with the Show Contract can be verified. The producer agrees on the Show Contract to make the show available for investigation by public access staff. Incidents involving threats of litigation will be reported to the Board of Directors.

## 12. Technical Standards and Production Requirements

- 12.1. Shows must conform to the MCTV15's technical standards;
  - 12.1.a. Submissions must be NTSC.
  - 12.1.b. Audio must be present at levels suitable for normal listening.
  - 12.1.c. Audio can be in stereo or mono
  - 12.1.d. The video picture must be stable with continuous video synchronization
  - 12.1.e. Long Play (LP) and Extended Long Play (ELP) tapes are very poor quality and are not recommended for submission.
  - 12.1.f. Submissions must be DVD NSTC. Other formats can be converted to DVD for a processing fee.

## 13. Promotion and Credits

Show credits are selected by the producer or provider with the following limitations:

- 13.1. MCTV15, the Cities of Mt. Shasta, Weed or Dunsmuir and Northland cable telephone numbers of the aforementioned may not be used in the credits or as contacts for the public access producer, unless the aforementioned is the show producer.
- 13.2. The producer may not list private phone numbers or addresses without the consent of the individual.

## 14. Archives

An archive of exemplary public access shows will be maintained at the MCTV15 studios for subsequent channel playback. Criteria for selection will be posted in access center.

- 14.1. Criteria for selection

- 14.1.a. Producers may voluntarily offer their shows for archive use by checking the appropriate statement on the show application.

- 14.1.b. Shows funded by the Cities of Mt. Shasta, Weed or Dunsmuir through cash and in-kind technical assistance will automatically be available for use in the archives.

- 14.1.c. Award winners, theme night/special events, promotional, informational, historical, or model shows within a format, selected by staff and made available through written producer permission.

## 14.2. Use of Archives

- 14.2.a. The archives will be used for playback on the MCTV15 and promotion of Access resources. Copies of archive shows may also be made available for viewing in at the studio. Use of archival material for other purposes requires permission of the applicable copyright holder.

## 15. Satellite Shows

Satellite shows are defined as shows that are picked up from a satellite down link and carried live on the MCTV15 Access channel. Any and all live satellite programming must meet the same standards under the warranty section found under Section II. above; satellite programming that contains commercials or spaces for commercial insertion may not be cablecast. Shows that have been recorded earlier on tape from a satellite feed can be presented to the MCTV15 Programming Department in the same manner as all other tapes are presented, and do not fall under the provisions in this section.

### 15.1. Non-Series Satellite Shows

Non-Series, live satellite shows, or blocks of shows will be treated as a standard access shows, subject to Section II. except that it will have third priority in scheduling. The requirements of warranting in writing to MCTV15 that all technical considerations have been met by the local sponsor, as described in Section II below will apply, as will any other of the below applicable rules. Taped repeats will be allowed subject to all other rules and regulations.

### 15.2. Satellite Series Shows

Satellite series shows (i.e. those shows that are granted a regular day and time slot on the channels) are defined as any show of any length that is all or part of a group of shows that are normally disseminated by satellite and carried live on the MCTV15 Access channel.

### 15.3. Satellite Series Scheduling

A series time slot may be granted for a satellite series show upon satisfying all of the following requirements:

- 15.3.a. A standard show contract is signed for each separate show to be carried on the channel, including any that are carried within a block of programming. In signing the show contract, the sponsor warrants that the show conforms to show procedures in Section II, including indemnity agreement.

- 15.3.b. The local sponsor of the satellite show(s) warrants in writing to MCTV15, on a separate satellite series agreement, that all technical aspects of delivery of the satellite signal have been satisfied, and that the local sponsor assumes all responsibility and costs of assuring that the signal is delivered to the point designated by, and meets the technical standards of MCTV15. In addition, the local sponsor will warrant in writing to MCTV15 that they understand that it is their responsibility to notify MCTV15 twenty-four hours in advance of any technical failure that will or may cause the failure of the local sponsor to meet their contractual obligation to deliver the satellite signal as described above. Due to the nature of satellite reception technology, local provider is exempted from said responsibility in case of weather or acts of God.

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15.4.MCTV15 may preempt any satellite show for the following reasons:

- 15.4.a. Failure to deliver the signal as required above.
- 15.4.b. Request by a local producer for the same cablecast time as per Section II of these rules. (Two weeks written notice will be given to satellite sponsor.)
- 15.4.c. Violation of Show Contract as per Section II. of these rules.
- 15.4.d. Other violations of the rules and procedures.

15.5.Each local sponsor agrees that if in the event that other local sponsors request equal access of satellite services, then the following procedures shall apply in the allocation of cablecast time:

- 15.5.a. MCTV15 staff will fairly and equitably allocate the time available.
- 15.5.b. The time available for satellite programming will be divided equally among all applicants who apply and who meet all requirements of the rules and procedures.
- 15.5.c. Staff may, at the request of any applicant, divide various time blocks and day parts equally among the various applicants to allow each the opportunity to reach various segments of the viewing public.
- 15.5.d. If a new applicant requests a time that is less than what they would be granted in an equal division (Section. II.), then the new applicant will be granted the lesser time and will not be subject to Section II. until their time equals, if ever, the time granted to other applicants.
- 15.5.e. Each local sponsor of satellite time will warrant in writing to MCTV15 that the shows being carried by satellite are original programming, will be repeated no more than twice in a forty-eight hour period, and repeated no more than four times total. Each sponsor will warrant in writing to provide, on request, copies of show logs or other acceptable documents, detailing the actual shows cablecast, time and length of cablecast, and number of actual plays.
- 15.5.f. A Channel Identification in an approved format that identifies the MCTV15 channel carrying the satellite show must be cablecast no less than once every two hours.
- 15.5.g. Satellite programming and the allocation of cablecast time may be reviewed every three months, for compliance, its effect on services provided by MCTV15 and on other local producers, and for local sponsors.

15.6.Loss of Locally Sponsored Satellite Cablecast time

- 15.6.a. Due to the potential of technical failure and the ultimate uncontrolled loss of signal to the channels, if the sponsor fails to agree to perform any of the above, the request for live satellite programming will be denied and existing satellite series or individual shows scheduled will be canceled.

16.Funding Access Shows and Underwriting

Producers are encouraged to seek funding for the production of public access shows. Likewise, community groups are encouraged to develop supportive relationships with certified producers to promote development of access programming. However, the MCTV15 access resources will charge different rates depending on show funding and whether it's for commercial purposes or personal gain. Any show that's developed using MCTV15 access resources that does not result in that show being cablecast on MCTV15 Access channel within six months of the first production date will be considered as commercial. Any show that gets shown on MCTV15 Access channel and was developed with a total combined funding in excess of \$750/show will be considered as funded. All productions are subject to MCTV15 rate sheet.

16.1.Underwriting

Underwriting is defined as financial or in-kind support received by a producer to facilitate their expression and use of the access channel. Underwriting is permitted, with the understanding that it constitutes a donation to support the producer's work and is not in return for use of cablecast time or access resources.

Funding sources may be credited within access shows according to the following underwriter guidelines. Any individual, business or institution that helps defray production costs may be given underwriter credits as follows:

- 16.1.a. Credit may be placed at the opening, logical mid-breaks and/or ending of shows with a maximum of two credit sequences per show.
- 16.1.b. Total credit time per half hour per show for all sponsors may not exceed 60 seconds.
- 16.1.c. Producers are encouraged to use the following audio and/or video credit format: "The (following) (preceding) community show has been made possible in part by a grant from (name, address, and phone numbers)."
- 16.1.d. The video portion of the credit may include 2 slides, pictures, signs with character-generated graphics and/or logo, not to include product representations.
- 16.1.e. The audio portion of the credit may include music.

16.2.Non-commercial contracts

Non-commercial contract are defined as a relationship wherein a certified producer performs production services on behalf of a non-commercial community speaker as a volunteer or in return for compensation. In essence, the producer is facilitating the expression and personal use of the access channels by a speaker.

Such contracts are available, if the following conditions are met:

- 16.2.a. The speaker is a not for profit entity as demonstrated by the grant of IRS tax exemption and/or recognition or non profit status by another federal agency or the State of California.
- 16.2.b. The speaker has registered with MCTV15 as a public access "speaker" by providing evidence as to their not for profit status, has paid the annual fee, has attended an access orientation session, and has listed one or more certified producers as its agent.
- 16.2.c. Individual speakers must be sponsored by a tax-exempt agency which acts as a fiscal agent on their behalf.
- 16.2.d. Speakers accept all responsibility per the Show Agreement for expression on the channels. The speaker's use of channel time is considered as counting toward the limits under the Programming section of the Rules and Procedures rather than the producer acting as their agent. The producer remains responsible for resource obligations and is subject to normal disciplinary actions under his/her equipment contract.
- 16.2.e. Producers must state on equipment contracts whether or not each use is on behalf of a community speaker and, if so, designate a registered speaker. Allegations of commercial uses of access resources or content will be determined by MCTV15 on a case-by-case basis. Taped shows which received complaints about alleged advertising or other commercial issues will be pulled for review by MCTV15 until such allegations can be substantiated or disproved.
- 16.2.f. Any breach of the rules concerning Funding Access Shows and Underwriting shall be treated as a major violation.

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## 17. Electronic Bulletin Board

The Electronic Bulletin Board is available to the community for public service announcements (PSA's), non profit messages, and promotion of shows scheduled on the MCTV15. Siskiyou County organizations and individuals may submit PSA's to promote local events and services. PSA's must be for non-profit purposes. The Electronic Bulletin Board is available for use only by residents of Siskiyou County. Staff may edit announcements to fit the limited space on the screen, and messages must be limited to one page on the Electronic Bulletin Board. Setup and monthly fees for PSA's are detailed on the rate sheet.

### 17.1. Procedures

- 17.1.a. Bulletin Board announcement submission forms are available at the city halls in Mt. Shasta, Weed, Dunsmuir and at the MCTV15 Access center. Completed forms and fees may be mailed to MCTV15, or delivered to the MCTV15 Access center.
- 17.1.b. Bulletin Board announcements should be received one week in advance of desired play date. There is no guarantee it will be cablecast.
- 17.1.c. The person submitting an announcement must provide MCTV15 with their name, phone number and (if applicable) the name of their organization or show.
- 17.1.d. Messages will not be accepted for events more than 60 days in advance of the date of receipt.
- 17.1.e. Providers of series access shows may submit up to four promo messages for their series.
- 17.1.f. Non-series access shows can submit one promo message for there show.

### 17.2. Content Requirements

- 17.2.a. The announcement text should include: who, what, where, when and a "For more information" phone number (unless it is promoting a specific public access show).
- 17.2.b. In cases where a phone number or address of any individual or organization is used, written permission for such use must be given by the individual or organization involved.
- 17.2.c. Announcements must include a start and stop date. Ongoing announcements will be charged in advance on a quarterly bases.
- 17.2.d. Announcements may not include ticket prices but may state, "For ticket information, call \_\_\_\_\_."
- 17.2.e. Announcements may not solicit funds or mention prices in any way.
- 17.2.f. With the exception of staff-generated electronic bulletin board announcements, announcements may not use the MCTV15 phone number and may not use the words, "MCTV15 " or "Mountain Community Television." without written permission.
- 17.2.g. All electronic bulletin board announcements are subject to the Show Agreement provisions, especially those dealing with obscenity, slander and libel, defamation of character, etc., and by submitting an announcement, the submitter agrees to those terms and conditions.

## 18. Access Center Bulletin Boards

18.1. The staff will provide information about MCTV15 Access services and access related activities on a bulletin board in the access center. Information submitted by Siskiyou County residents will require staff approval. Content guidelines within the Show Agreement for use of cablecast time will be applied to product representation. A section of the bulletin board will be reserved for access related messages to and from access producers.

## 19. Website

19.1. MCTV15 staff will maintain a publicly available website. The site will include provide information about MCTV15 Access services and access related activities on a bulletin board in the access center. Special comments areas of the website will be available to all web visitors. Privileged access will be granted to credited producers and providers. Content guidelines within the Show Agreement for use of cablecast time will be applied to product representation. A section of the website will be reserved for access related messages to and from access producers.

## 20. Text of Show Agreements

I hereby warrant that the above show submitted by me does not contain any of the following.

- » Material contrary to local, state or federal laws, regulations, procedures or policy. Including but but limited to obscene or indecent material.
- » Material that is libelous, slanderous or other defamation of character, or an unlawful invasion of privacy.
- » Advertising or material which promotes a commercial product or service.
- » Material which violates copyright law.
- » Material that promotes or constitutes gambling, solicitation or appeal for funds.

These warranties and representations are made by me to submit this show for cablecasting on Northland cable system in Weed, Mt. Shasta, Dunsmuir and McCloud. I further agree, to the extent allowed by law, to indemnify and hold harmless MCTV15, the City of Mt. Shasta, City of Weed, City of Dunsmuir, Siskiyou County and Northland Cable, and any of their employees, officers, Board of Directors, agents, volunteers, etc. from any and all claims, demands, damages or other liabilities which may be made against or arise out of the cablecasting of this show wither or not the show has been reviewed by MCTV15 prior to cablecast. In the event of any alleged breach of the conditions of this agreement, I agree to be obligated for all attorney fees and costs associated with the enforcement of this agreement. I am aware that Section 639 of the Federal Cable Communications Policy of 1984 provides that:

"Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years, or both"

## VI. Stipends, Per Diem and Other Reimbursements

MCTV15 is a non-profit organization that relies on the volunteer efforts of the community that it serves. MCTV15 does not provide compensation or reimbursement to volunteers with the following exceptions:

### 1. Professional Production Services

MCTV15 provides professional productions services to local non-profit organizations. A MCTV15 board approved access producer must agree to be the person responsible for each production. This producer selects his volunteer crew to help make these productions possible. Individuals involved in these productions are eligible for reimbursement of expenses incurred as outlined below:

- 1.1. Crew members who volunteer a minimum number of hours on a production on any given day may receive a part-day per diem to offset travel, meals and incidental costs. (See Professional Production Services Crew Reimbursements Sheet.)
- 1.2. Crew members who volunteer many hours on a production on any given day may receive a full-day per diem. (See Professional Production Services Crew Reimbursements Sheet.)

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- 1.3. Transportation costs related to necessary production activities requiring travel beyond a fifty mile radius of MCTV15 Studios are reimbursable as detailed on the Professional Production Services Crew Reimbursements Sheet.
- 1.4. In the rare event that an overnight stay is authorized by the producer, the lodging fee will be reimbursed up to a maximum rate outlined in the Professional Production Services Crew Reimbursements Sheet. A receipt is required for all lodging reimbursements.
- 1.5. At the discretion of the producer, a stipend of not more than \$50 may be awarded to crew members who have provided outstanding service during the production. (See. 3.)
- 1.6. Crew can work on more than one production per day, but no more than one full-day per diem is available.

## 2. Travel

MCTV15 may authorize access producers, board members, staff or volunteers to travel to locations outside the immediate area for the purpose of training, conferences, seminars and trade shows. MCTV15 will make available per diem allowances and reimbursements as follows.

- 2.1.A full-day per diem for meals and incidental expenses for each full day in travel status.
- 2.2.A part-day per diem for meals and incidental expenses for the first and last days of travel.
- 2.3. Lodging costs reimbursed with receipts and are subject to rate limits detailed in the Professional Production Services Crew Reimbursements Sheet.
- 2.4. Transportation costs reimbursed with receipts.
- 2.5. Admission fees reimbursed with receipts.

## 3. Stipend

MCTV15 may at the discretion of the board, may offer a stipend to individual volunteers who have provided outstanding service to the organization.

- 3.1. Total stipends for any individual may not exceed \$50 per month.

## VII. Rules Violations and Loss of Privileges

### 1. Definitions and Limitations

- 1.1. To ensure that the equipment remains in good working order and that it and cablecast time is available to all producers and community members, definitions of major and minor violations have been established. In addition, any activity not in compliance with any of the above Procedures is considered a violation.
- 1.2. Any producers or staff member may report equipment violations to a staff member. Staff, upon verifying that any violation has occurred, will issue a written statement of disciplinary action, including an explanation of the appeal process and the possibility of offering voluntary service to MCTV15 as a compensatory process. Such notification shall be made within 15 days.
- 1.3. Any producer who engages in activities which are harassing, threatening, purposefully detrimental, or damaging to another producer or producer's in-house activities is considered to have committed a major violation.

### 2. Disciplinary Action

#### 2.1. Major Violations

- 2.1.a. A major violation results in immediate suspension from use of equipment and facilities. Where there is damage to or loss of

equipment and/or facilities, the suspension is in effect until compensation is made for such damages.

- 2.1.b. The length of an initial suspension from equipment and facilities use is 90 days. Subsequent suspensions result in a one year suspension each. Re-certification may be required.

### 2.2. Minor Violations

A minor violation may result in the following actions:

- 2.2.a. Following a first violation of the rules, a written notification will be mailed to the producer explaining the rules infraction and explaining the appeal process outlined in section IV. MCTV15 will make available to the producer the option of volunteering four hours to the organization as a means of learning more about the process of Access, after which the violation will be removed from the producer's record.
- 2.2.b. For a second violation, a second written notification will be sent to the producer explaining the rules infraction and giving a warning that should another violation occur, the producer will be suspended from the MCTV15 resources. Again, the appeal process will be cited and the option made available that the producer may volunteer four hours per violation to MCTV15 to remove the violations from their record.
- 2.2.c. For a third violation, the producer shall be suspended from use of equipment and facilities with the same terms as defined under major violations. If the producer is in the process of volunteering hours to MCTV15 due to prior violations and agrees to volunteer four additional hours, the suspension shall be temporarily waived. Upon completion of the volunteer period, all violations shall be removed from the producer's record.

### 3. Violations of the Rules and Procedures

#### 3.1. Major violations

The following are considered major violations:

- 3.1.a. Abuse, vandalism, or failure to safeguard equipment and facilities.
- 3.1.b. Return of equipment in damaged or unworkable condition due to negligence without providing equivalent replacement or repair within two weeks
- 3.1.c. Failure to return equipment for any reason.
- 3.1.d. Late return without notifying MCTV15 staff where other producers are affected or more than 24 hours after scheduled check-in.
- 3.1.e. Use of equipment and facilities for any purpose not related to the production of shows for cablecast on the MCTV15 channel unless a written commercial contact is in force.
- 3.1.f. Removal or use of equipment from the equipment storage area, post-production equipment, or studio without proper check-out procedures and/or without signing an equipment contract.
- 3.1.g. Checking out equipment for use by a non-certified producer, a producer whose name isn't on the contract, or for a producer on suspension.
- 3.1.h. Owing funds to MCTV15 due to failure to pay for equipment damage, submitting a check with insufficient funds, etc.
- 3.1.i. Failure to conform with the provision requiring initial play of public access shows on the MCTV15 Access channel.
- 3.1.j. Failure to report funds received for the production of a show that is not commercial in nature.
- 3.1.k. Breach of the show contract warranties.

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## 3.2. Minor violations

The following are considered minor violations:

- 3.2.a. Failure to cancel or claim a reservation of equipment and/or facilities. This will be charged according to MCTV15's rate sheet.
- 3.2.b. Arriving more than fifteen minutes late for editing time, equipment check-outs or returns without prior notification and approval by MCTV15 staff.
- 3.2.c. Late return of equipment without authorized extension.
- 3.2.d. Failure to vacate editing facilities by the end of the reservation time without authorized extension.
- 3.2.e. Causing slight cosmetic damage or making equipment dirty during a check-out.
- 3.2.f. Operation of equipment or use of facilities in an incorrect, unsafe, or inappropriate manner which might result in damage.
- 3.2.g. Improper packaging of equipment for transport.
- 3.2.h. Attempted equipment maintenance or disassembly.
- 3.2.i. Reserving or checking out equipment for another producer unless otherwise specified and approved.
- 3.2.j. Failure to submit a show for cablecasting on the MCTV15 Access channel within production schedule limits.
- 3.2.k. Listing private phone numbers or addresses on a show without the consent of the individual(s).
- 3.2.l. Visiting in-person MCTV15's head-end facility. Without prior authorization.

## 3.3. Warnings

Any other violation pertaining to the written Procedures will be addressed with an informal verbal or written notification.

## 4. Appeal of Disciplinary Action

- 4.1. A producer may appeal any disciplinary action by making a written statement to the MCTV15 Operations Manager. Any restrictions in equipment use resulting from a disciplinary action remains in effect throughout the appeal process.
- 4.2. The Operations Manager will investigate the circumstances surrounding the disciplinary action and return a written report and judgment to the producer within 10 working days. In some cases, the Operations Manager may reinstate the producer's rights to use Access resources following a term of training or volunteer services of no less than fifteen hours.
- 4.3. The producer may, within 10 working days following the judgment of the Operations Manager, continue the appeal with a written statement to the MCTV15 Board of Directors which will make their decision at their next regularly scheduled meeting.

## VIII. Amendments to the Rules and Procedures

- 1. The MCTV15 Board of Directors is the responsible body for approval of the Access Rules and Procedures. Recommended amendments to the Rules and Procedures may be submitted in writing to the MCTV15 Operations Manager or the MCTV15 Board of Directors. The Board may consider changes to the Rules at any scheduled meeting of the full Board. A simple majority vote of the attending Board members constitutes approval of Rules changes.
- 2. The MCTV15 Board of Directors will hold a public hearing before voting on amendments. Normally, rule changes will take effect thirty days after passage, unless the Board elects to make changes immediately effective by a separate formal action.