

Community Access Partners of San Buenaventura



Operating Policies

Approved July 2, 2012
Revised June 23, 2011

Community Access Partners of San Buenaventura, Inc. Operating Policies

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CAPS Forms:

CAPS Fact Sheet
Bulletin Board Request Form
Cablecast Request Form
Equipment Request Form
Membership Form
Project Proposal Form
Personal Release
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Community Access Partners of San Buenaventura Operating Policies

Community Access Partners of San Buenaventura, Inc. (CAPS) is a tax exempt nonprofit corporation under IRS Code 501(c)3 operating from facilities located at 65 Day Road, Ventura, CA 93003.

Purpose

CAPS Community Media Center is operated as a public service for the people of the city of Ventura, California. CAPS will provide the necessary equipment, resources, and training to enable individuals, institutions, and community organizations, the capability to create and distribute noncommercial community programming. (see Section 10 for full list of Corporation Purposes)

Administration

These policies have been established to provide the most effective and efficient delivery of CAPS services and to assure compliance with local, state, and federal laws governing the use of community access facilities.

The Executive Director of CAPS is responsible for ensuring that these policies are complied with, uniformly applied, and for resolving any questions or interpretations. The Executive Director is also responsible for issuing statements of procedure consistent with these policies to cover all aspects of CAPS operations. An appeal of any ruling by the Executive Director may be made to the CAPS Board of Directors as specified in section 9.

All public, educational, and governmental access (PEG) programming currently shares two community access channels, CAPS Channel 6 (Public) and VTV Channel 15 (Government & Education). In general, the following Operating Policies apply to all producers. However, due to the unique institutional nature of Educational and Governmental programming, different procedures may apply in specific cases to programming on Channel 15.

Definitions

Membership

CAPS is a membership based organization. Annual Membership is available to all residents, students, individuals who work in the city of Ventura, and nonprofit community groups without discrimination at a rate established by the CAPS Board of Directors.

(See Membership Form)

Qualifications for membership

Any person, age 18 or older who resides, works, attends school in, or is affiliated with a nonprofit organization in Ventura may become a member of CAPS. Parental permission is required for minors under 18 years of age. The parent or guardian for a member under the age of 18 assumes all liability for the minor's involvement with CAPS. Written permission is necessary for any minor to use the facility or check out equipment.

Certified Producer

A Certified Producer is a CAPS member who has been certified proficient with CAPS equipment to produce at CAPS facility after attending, and completing, the necessary orientation and training classes.

Public, Educational, Governmental (PEG) programming

Public Access Programming

Public access programming may include productions created locally, or imported, by Producers for cablecast. The producer of each program, or designated representative of nonprofit community group, is responsible for content and technical quality. Public access programming may not include any commercial, obscene, or copyrighted content. (See Cablecast Request Form)

Educational Access Programming

Educational access programming is produced by and for educators and students to serve the needs of Ventura educational institutions. Programming may include telecourses and imported programming selected for its contribution to the educational and cultural interests of our community. The designated representatives from Ventura Unified School District and Ventura College are responsible for their program content and technical quality.

Government Access Programming

Government access programming is produced under the direction of representatives of the City of Ventura who are responsible for its content. Government access programming includes informational programs about local, regional, state and federal government issues and coverage of city council and other public meetings.

Section 1. General Rules and Conditions

1.1 Before using the CAPS Media Center, operating CAPS equipment or airing a program on the CAPS channels, all producers (minors and their parent/guardian) are required to attend an orientation class, read the CAPS Operating Policies and sign a **Statement of Compliance** (page 13). Failure to sign the Statement and comply with the CAPS Operating Policies will result in the loss of membership privileges at CAPS.

1.2 The community access channel has been dedicated as a public forum to provide freedom of expression under the First Amendment. It is operated on a first-come, first-served, content-neutral, non-discriminatory basis for use by Certified Producers.

1.3 Community access resources are available to any CAPS Member, on a non-discriminatory basis, subject to availability of resources, completion of the necessary training classes, and upon filing of an appropriate request on the forms provided, for the sole purpose and intent of producing noncommercial programming for the access channel.

1.4 All Members who want to use the CAPS production facility to produce a series or an individual program must complete, sign and submit a Program Proposal form.

1.5 CAPS equipment may be taken out of Ventura County only with the prior permission from the Executive Director.

1.6 CAPS resources are made available as a community service. Use of these resources solely for personal profit or gain is prohibited.

1.7 In the event CAPS incurs costs in pursuing any remedy necessary to enforce these Operating Policies, CAPS shall be entitled to recover the same from the producer or any other party liable as a result of the use of the access channels, facilities, equipment, or staff.

1.8 Members are not allowed to use any CAPS office equipment or other materials without express permission from the Executive Director.

1.9 The CAPS Volunteer program is available for anyone interested in assisting CAPS Staff in: Field and Studio Productions (camera work, lighting, sound, etc.); City Meetings; Community Bulletin Boards / Administrative Assistance. Volunteer Application Forms must be submitted to CAPS Staff along with a signed copy of the Volunteer Code of Conduct.

Section 2. Producer Rights and Responsibilities

2.1 All Producers accept responsibility for all consequences and liabilities resulting from the cablecast of their program. *Producers are not an agent or an employee of CAPS, neither is CAPS a joint producer on the program.*

2.2 Pursuant to the Copyright Act of 1976, as amended, and limited only by intellectual property rights that may be asserted by other authors for materials included in the

programming, persons producing programming for PEG access channel cablecasts will own the copyright and all other rights thereto.

2.3 Producers must make every effort to identify themselves to persons being video recorded to clearly disclose the content and purpose of the program being produced. *The producer shall not identify themselves as an employee or representative of CAPS.*

2.4 Producers must inform their guest(s) at the CAPS Media Center of their necessary arrival time, entry to the studio and other information from the CAPS Operating Policies pertinent to the guest(s) appearance. Producers are responsible for their guest(s) and their behavior and compliance with all CAPS Operating Policies. Guest(s) must be clearly notified that they are participating in a member production and that the production is not associated with CAPS or its staff.

2.5 Producers may seek underwriting to support the production costs of their programs from private and/or public sources. Credit to the funding sources may only be given at the beginning and/or end of the program and may only indicate that assistance or support was provided by the funding source. *No information regarding commercial services provided by the funding agent is permitted.* (See Appendix 2 for underwriting guidelines)

2.6 The placement of non-commercial personal contact information within the content of a program is permissible. This includes personal websites, email addresses, social media pages and phone numbers.

2.7 Fee-for-Service production by CAPS Staff can be arranged if and when resources are available. Please speak with the Executive Director for further information. *Members may not solicit production assistance for pay from any individual on CAPS Staff at anytime.*

2.8 The producer of each program is responsible to see that all equipment, props, crew and other necessities are obtained and available at the time of production.

2.9 Producers seeking to have programming cablecast on a PEG access channel will grant CAPS an irrevocable worldwide license to utilize that programming in any noncommercial manner whatsoever for educational and information purposes.

2.10 CAPS will not edit, or alter in any way, the content of programming without the expressed written permission of the producer.

Section 3. Use of Facilities and Equipment

3.1 In order to use CAPS equipment and facilities, CAPS members must demonstrate their proficiency by completing the appropriate level of instruction and become certified, prior to scheduling equipment use. Members who have not completed the necessary training classes will not be permitted to reserve equipment or facility usage.

3.2 Any member of CAPS may schedule use of equipment or facilities, subject to availability, and in full compliance with these Operating Policies, no more than two

weeks prior to the date needed.* Studio reservations may be made no more than four weeks prior to the date needed.*

**CAPS Staff has the right to change these timelines if and when necessary.*

3.3 CAPS Staff may develop and distribute procedures to insure equitable access by certified producers to equipment, facilities, and studio time due to limited resources.

3.4 Designated CAPS equipment is available for check out during CAPS regular operating hours. (See Equipment Request Form)

3.5 It is the responsibility of certified producers to examine the equipment at the time of checkout to verify the equipment is operational and in working order prior to leaving the building.

3.6 All equipment checked out will be due on or before a specified date and time. A late charge, will be assessed if any equipment is returned after the time or date specified.

3.7 The certified producers are fully responsible for the equipment checked out. They will be charged the actual repair or replacement cost if the equipment is returned damaged due to any cause beyond normal wear and tear or if the equipment is lost, stolen, or otherwise not returned. (See Section 7, Sanctions and Penalties)

3.8 There is no smoking allowed anywhere within the CAPS facility. Eating and/or drinking is only allowed in designated areas. Eating or drinking in the edit bays, control room or studio is not permitted at any time.

3.9 It is expected that every transaction with CAPS will take place in an atmosphere of mutual respect for persons and property. In any transaction in which respect for staff or property is absent, staff may terminate the transaction and may, at the direction of CAPS Executive Director, impose upon the offending person sanctions up to and including revocation of facility and equipment use privileges, in addition to any criminal or civil penalties which may apply.

3.10 All members and their guest(s) must understand that the CAPS facility is a shared public resource and inappropriate behavior is not tolerated. Cell phone usage in the shared common area is not allowed. CAPS is not responsible for providing internet access to members.

3.11 CAPS facilities are open to our members for editing during CAPS operating hours. All editing reservations are for up to four (4) hours at a time and are recommended to be made at least twenty four (24) hours in advance. Reservations may be made no more than two weeks prior to the date needed. Special editing times may be reserved, in advance, at the discretion of the Executive Director.

3.12 Some forms of media are available for sale to members by CAPS. *Ask a CAPS Staff member for details.*

Section 4. Cablecast of Programming

4.1 To request a time slot for cablecast, a Cablecast Request Form must be submitted with each completed program (DVD or other media format). The form must specifically identify the Producer, the name of the program and contain the producer's signature acknowledging acceptance of the waiver of liability and indemnification and the hold harmless clause on the back of the Cablecast Request Form.

4.2 Channel time will be available to any producer subject to availability or prior commitment of staff and facilities. CAPS will offer at least one cablecast of any public access program. The producer shall be fully responsible for any and all licensing or talent fees, copyrights, and royalties that may be due as a result of any cablecast.

4.3 CAPS reserves the right to preempt scheduled programming by notifying the producer of the preempted programming and by making alternative times available. In case of emergency, as determined by CAPS in its sole discretion, CAPS may preempt any and all programming without prior notice.

4.4 Subsequent or encore showings of an access program shall be scheduled at the discretion of CAPS Staff based on availability of channel space and prior programming commitments.

4.5 CAPS will attempt to satisfy member requests for the cablecast of their programs at specific times on specific dates, depending upon the availability of equipment and channel time. CAPS reserves the right, however, to schedule some programs at its discretion based on time, place and manner limitations.

4.6 In allocating channel time for both individual programs and series time slots, the following hierarchy of priority levels will be used:

- A. Live programs and/or live public meetings.
- B. Premiere showings of local programming (produced within Ventura County).
- C. Premier showings of non-local programming (produced outside Ventura County).
- D. Resubmissions of local programming.
- E. Resubmissions of non-local programming.

4.7 Regularly scheduled series time slots may be allocated at the discretion of CAPS Staff. If a series producer fails to submit new programs for more than two consecutive scheduling cycles, the remaining portion of the series time may be reassigned at the discretion of CAPS Staff.

4.8 With the exception of live and series productions, no program will be scheduled until it has been completed and submitted with a signed Cablecast Request Form.

4.9 Programming identified as containing adult content or adult themes will only be shown between the programming hours of 12 midnight and 5:00am. (See Cablecast Request Form) CAPS will display a content advisory notice before each program with adult content or adult themes.

4.10 Neither CAPS, the City of Ventura, Time Warner or Charter Cable assume liability for loss of facility use or transmission due to equipment failure, emergency preemption, or any reason beyond the control of the parties.

4.11 Thirty days after the first scheduled cablecast of a program on any access channel, the raw footage and any preparatory materials may be erased from CAPS hard drives and servers at the discretion of the CAPS Staff.

4.12 Ninety days after the most recent taping or editing of any uncompleted program, all materials relating to the uncompleted program, at the CAPS facility, may be erased from CAPS hard drives at the sole discretion of CAPS Staff, unless prior arrangements for longer retention of the materials have been made with the Executive Director.

Section 5. Community Bulletin Board

5.1 The bulletin board is a free service available to promote local nonprofit events. (See Bulletin Board Request Form)

5.2 Messages promoting a time sensitive event should be received at least one week prior to the event date of your message. If a message is submitted less than one week before the event, CAPS does not guarantee that the bulletin board will run.

5.3 Priority is given to representatives of Ventura nonprofit groups. Public agencies and educational institutions may submit public service text messages, using the form supplied by CAPS, for cablecast on the community bulletin board. Producers may also submit messages to promote cablecasting of their programs on channel 6. CAPS reserves the right to remove or edit any bulletin board if the guidelines on the Bulletin Board Request Form are not followed.

Section 6. Limitations and Liabilities

6.1 CAPS, the City of Ventura, Time Warner and Charter Cable do not exercise any control over, or assume any liability for, the content of any program presented on any access channel, except those programs they produce themselves, singly or jointly. CAPS will display a disclaimer on the access channel stating "Views and opinions expressed in public access programs are the sole responsibility of the program producers and do not necessarily reflect those of CAPS or any of its supporting groups."

6.2 The producer of each program is solely responsible for the content and presentation thereof and assumes all liability for any consequences of the production or cablecast of the program. All producers shall adhere to all applicable federal, state, and local regulations concerning limits of public speech and television programming content.

6.3 The producer of an access program must agree to indemnify and hold CAPS, the City of Ventura, Time Warner and Charter Cable harmless from all liability for damages, costs, and losses resulting from, arising out of, or in any way connected with the use of the cable channel by the producer.

6.4 The producer of each program is solely responsible for obtaining all necessary talent releases, copyright authorizations, and other licenses and approvals. (See Personal Release Form)

6.5 Commercial advertising and programming designed to promote the sale of products or services may not be created using CAPS access facilities and equipment nor cablecast on any access channel. This includes any content that is designed for the purpose of personal financial gain.

6.6 No program which contains a lottery or which involves directly or indirectly the elements of prize, chance, and consideration of money or a thing of value, will be cablecast on any access channel.

6.7 Producers may not charge a fee for personal appearances on the CAPS channels.

6.8 Materials that consists of a direct solicitation of funds, will not be cablecast on the access channel, except for public agencies and state or federal certified nonprofit organizations, with the consent of the Executive Director.

6.9 No program which contains any material previously found by a court of law to contain obscene material, or to constitute libel, slander, invasion of privacy, or copyright or trademark infringement, or other speech not protected by the First Amendment, will be cablecast over any access channel. Note that "obscenity", slander, and other forms of unprotected speech can only be determined through due process of law. The management of CAPS does not have the authority to determine the legality of program content.

6.10 Completed Program Proposal and Cablecast Request Forms are a public record, available for viewing at the CAPS business office during regular business hours. Any person who wishes to view the program proposal file must provide positive identification, including home address, a record of which shall be recorded on a sign-in log kept with the program proposal file. Program Proposal and Cablecast Request Forms will be kept on file for one year following the initial cablecast of the program.

Section 7. Sanctions and Penalties

7.1 CAPS reserves the right to refuse facility use or time on any channel to anyone reasonably suspected of being under the influence of alcohol or any other drug, or who otherwise appears to not be legally responsible for their own actions. Any drugs or alcohol brought to the CAPS facility will result in immediate suspension. *These actions may also result in contacting law enforcement authorities.*

7.2 Producers who violate production or equipment policies, such as habitually returning equipment late, may be subject to suspension of the privilege of using CAPS equipment and facilities. These infractions may also result in financial liabilities as specified in Section 3.7. These infractions include, but are not limited to:

- A. Late return of equipment.
- B. Failure to cancel or appear for a reservation.

- C. Return of dirty or improperly packed equipment.
- D. Reserving or checking out equipment for other certified producers, unless special arrangements have been made with the Executive Director.
- E. Eating or drinking in the studio, control room and edit rooms.
- F. Rewiring edit suites without staff permission.

7.3 The following actions may result in an **IMMEDIATE SUSPENSION** of privileges:

- A. Rude or abusive behavior toward other community members or staff.
- B. Loss or damage to equipment until compensation is made.
- C. Use of equipment for commercial or exclusively private production.
- D. Check-out of equipment for use by non-certified individuals.
- E. Attempting equipment maintenance or repair.
- F. Violating no smoking or eating rules.
- G. Using the equipment or the facilities while under the influence of alcohol or other drugs.
- H. Bringing drugs or alcohol into the CAPS facility.

Section 8. Appeals Process

8.1 CAPS members are encouraged to attempt resolution of any difficulties at the staff level.

8.2 Members may, however, appeal rulings, sanctions and penalties using the following procedure:

- A. Submit a written appeal to the Executive Director within 15 business days of the action.
- B. The Executive Director will investigate the circumstances surrounding the action and provide a written response within 15 business days of receipt of the appeal.
- C. If not satisfied, the member may continue the appeal within the next 15 business days by providing a written statement to the executive committee of CAPS Board of Directors.
- C. Following investigation, the committee will recommend any action they deem appropriate to the full Board of Directors.
- D. The Board will then, at the next scheduled meeting, vote to accept, modify, continue or reject the Executive Committee recommendation. The decision of the board will be final and binding upon the user.

Section 9. Appendix

APPENDIX 1 – Bylaws

Community Access Partners of San Buenaventura purposes as stated in our Bylaws:

1. To support, manage, promote, produce, and distribute noncommercial community based media programs.
2. To provide institutions, agencies, organizations, and individuals with a Community Media Center and other necessary equipment, resources, and training to create and distribute noncommercial community programming and information.
3. To develop and promote the use of community media access resources in a non-discriminatory manner and to ensure that no individual is discriminated against with regard to membership, services, access to information or any activity because of race, national origin, sex, age, sexual orientation, religion, disability, political affiliation, or economic status.
4. To encourage coordination with other Community Media Access Centers and organizations.
5. To encourage the use of community media resources among a wide range of individuals, organizations and institutions within the City of San Buenaventura.
6. To facilitate the use of access channels (bandwidth) as a public forum which promotes a free exchange of ideas and information.
7. To serve access viewers with programming and information reflecting the activities, concerns, and interests of the residents of San Buenaventura in a manner that promotes a free exchange of ideas and information.
8. To assure that no censorship over program content on the access channel(s) exists, except as necessary to comply with the Cable Communications Policy Act of 1984, as amended, (or the corresponding provision of any future federal cable television or applicable telecommunications law) and other applicable Federal, state, or local law.
9. To perform such duties and functions relative to community based noncommercial uses of the cable communication systems as may be appropriate to maximize the benefit to individuals, institutions and other organizations within the City of San Buenaventura.
10. To determine and conduct or support any and all other lawful activities in furtherance of the foregoing charitable and educational purposes either manifest or latent.

Statement of Compliance

1. I have received, read, and have fully familiarized myself with all of the contents of the Community Access Partners of San Buenaventura (CAPS) Operating Policies.

(Initials) _____

2. I understand and agree to the rules and regulations put in place by CAPS and accept that my membership privileges can and will be suspended or terminated if I am in violation of any of the stated policies.

(Initials) _____

3. I understand all the information stated on the Cablecast Request Form and agree that any program I submit will not contain commercial content, obscene material, copyrighted material or content solely for personal financial gain.

(Initials) _____

4. I understand all the information stated in Appendix 2 regarding underwriting guidelines and agree to adhere to all the rules in place.

(Initials) _____

5. I assume full responsibility for all content submitted for cablecast and ensure that no policies have been violated. I release CAPS, the City of Ventura, Time Warner Cable, Charter Cable and their staff from any liability of damages, costs or losses that may have occurred as a result of the airing my program.

(Initials) _____

6. I understand that false or misleading statements made in this Statement of Compliance may result in the forfeit of membership privileges and may result in my immediate suspension or termination from CAPS.

(Initials) _____

Print Name: _____ Date: _____

Signature: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____