

GRTV PUBLIC ACCESS PROGRAMMING POLICY

GRTV is the Public Access television station for the City of Grand Rapids and suburban communities north of 28th Street. The following guidelines have been established by the Board of Directors of the Grand Rapids Cable Access Center (doing business as the Community Media Center).

GRTV provides non-discriminatory, inclusive access to media, subject to the policies and guidelines in this document.

DEFINITIONS of terms used in this document. All appear in bold face type within the document.

adult content Video and/or sound which may be deemed inappropriate for younger or more sensitive viewers.

air or **airtime** Although GRTV does not broadcast through airwaves, and is received only on cable television by subscribers, these terms are sometimes used in place of “cablecast” or “cable time.”

length The exact running time of a program, from first image to last image (including title, credits, etc., but NOT including bars & tone, slate, countdown, etc.). Length should be indicated in hours, minutes and seconds. Examples: 1:29:45 (one hour, twenty-nine minutes, forty-five seconds); 14:30 (fourteen minutes, thirty seconds).

local Anywhere GRTV is received by cable TV subscribers.

producer Someone who has taken and passed GRTV production classes, been certified as qualified to use equipment and/or facilities, and whose GRTV membership is current and in good standing.

Programming Department The part of GRTV which schedules and **airs** programs.

sponsor The person or persons who fill out and sign the GRTV Application for Cablecast & Statement of Compliance that accompanies each program, or series of programs submitted for **air** on GRTV. The sponsor is often—but not necessarily—the **producer** of the program. The **sponsor** takes full responsibility for the content of all programs which she/he submits.

standard length The standard length for a program in a 30-minute **timeslot** is 29:00 (29 minutes, zero seconds); for a 60-minute **timeslot**, the standard length is 59:00 (59 minutes, zero seconds).

time slot A period of time when programs are **aired**. The most common timeslots on GRTV are 30 minute and 60 minute. See **standard length**.

tape refers to Mini-DV or DV-Cam tapes

GENERAL RULES

- 1) The program **sponsor** assumes full responsibility for the content of all program material which he/she submits for cablecast on GRTV and indemnifies and holds harmless the Grand Rapids Cable Access Center, Inc., its directors, officers and staff, against any claims arising out of any use of this program material that the **sponsor** submits for cablecast.
- 2) In response to its contractual mandate to serve the **local** community first, GRTV will give priority for **airtime** in the following order (highest to lowest):
 - a. Programs produced **locally** and **sponsored** by a **local** individual or group.
 - b. Programs produced in Michigan, but not **locally**, and **sponsored** by a **local** person or group.
 - c. Programs produced in Michigan, but not **locally**, and **sponsored** by a person or group within the state of Michigan but not **locally**.

- d. Programs produced outside of Michigan. Any program produced outside of the state of Michigan **MUST** have a **local sponsor**.
- 3) All programs submitted to GRTV or live programs shown on GRTV, accompanied by a signed Application for Cablecast, will be **aired** at least once. Reruns are scheduled subject to time availability. Only programs designated as part of the GRTV Filler Library will be given reruns beyond a third appearance.
 - 4) New programs, or programs never before shown on GRTV, have priority over reruns.
 - 5) Every program submitted for air on GRTV—including individual installments in a series--must be accompanied by a GRTV Application for Cablecast & Statement of Compliance form, fully filled-out and signed by the **sponsor**. The **sponsor** may use an Application with photocopied information, so long as each Application has an original signature and date, and the correct **length**.
 - 6) To fill **airtime**, GRTV may schedule non-**local** Community Access or other programs to insure diversity of programming.
 - 7) Each program **sponsor** has a two (2) hour limit of programming time per week, and a ten (10) hour limit per month. Exceptions will be made only for **sponsors** who can submit—on a regular basis--new, never-seen-before programs which exceed this minimum. Regularly scheduled reruns are not included in the time limits.
 - 8) All programs must be submitted directly to GRTV at least 10 days prior to cablecast.
 - 9) GRTV Staff will work with **sponsors** in an effort to identify a mutually agreeable day and time for a program to **air**. GRTV will work with **sponsors** on a first-come, first-served basis, following the priorities listed in #1 above. Every effort will be made to accommodate **sponsor** preferences, however GRTV may schedule based on diversity or similarity of content in order to maximize consistency in GRTV's schedule and to maximize service to viewers.
 - 10) Programs which contain **adult content** will be scheduled to **air** between the hours of 10:00 pm and 6:00 pm. The **sponsor** is required to disclose to GRTV that her/his program(s) contain such content.
 - 11) If a **sponsor's** programs do not meet the guidelines contained in this document, GRTV may take disciplinary action, up to and including the cancellation of a **sponsor's** program or series.
 - 12) At least 20% of preferred time slots (Monday through Friday between the hours of 5:00 pm and 10:00 pm), will be reserved for new, one-time (as opposed to series) programs.
 - 13) On Monday through Friday, between the hours of 6:00 pm and 9:00 pm, Live programming has highest priority, both for series and one-time programs. Live program specials in these and other time slots may occasionally preempt regular programming.

PROGRAM SPONSOR RESPONSIBILITY

- 1) The program **sponsor** must read this document and be familiar with its rules.
- 2) The program **sponsor** must be thoroughly familiar with the content of programs he/she submit to be cablecast on GRTV. The **sponsor** agrees that her/his programs will not contain:
 - a. Obscene material
 - b. Commercial advertising or commercial solicitation of any kind.
 - c. A lottery, or any advertisement or information concerning any lottery.
 - d. Any promotional material concerning products or services presented for the purpose of any solicitation of money or other things of value, unless specifically exempted under the terms of this document.
 - e. Any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair

- competition, violation of trademark or copyright, or which might violate any local, state or federal law.
- f. Indecent exposure as defined by local, state or federal law.
- 3) The program **sponsor** assumes full responsibility for the content of all program material which he/she submits for cablecast and ensures that such program material will not violate any right of any third party.
 - 4) The program **sponsor** has obtained or, or, before the programming material is cablecast, will obtain, all approvals, clearances, licenses, etc. for the use of any program material to be cablecast, INCLUDING BUT NOT LIMITED TO approvals by broadcast stations, networks, underwriters, music licensing organizations, copyright owners, performers' representatives, all persons appearing in or referred to in the program material, and any other approvals that may be necessary to transmit program material over GRTV. In the event of a dispute or challenge, GRTV may require evidence of clearances prior to further program distribution.
 - 5) The program **sponsor** indemnifies and holds harmless the Grand Rapids Cable Access Center, Inc., its directors, officers and staff, against any claims arising out of any use of this program material that the **sponsor** submits for cablecast or any breach of this Statement of Compliance, INCLUDING BUT NOT LIMITED TO any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material. The **sponsor** understands that she/he may be criminally or civilly liable for performing or producing such material which is cablecast.
 - 6) The program **sponsor** agrees that he/she shall not represent himself/herself or any other person involved in community access cablecasting or productions as an employee, representative or agent of the Community Media Center, or of GRTV, or of the local cable company/companies, or of the City of Grand Rapids.
 - 7) The program **sponsor** shall not use GRTV channels, equipment or facilities for any financial gain or other commercial purposes. The **sponsor** understands that programming produced with GRTV equipment or facilities MUST appear on the GRTV public access channel.
 - 8) The program **sponsor** is required to disclose on the *Application for Cablecast & Statement of Compliance* whether any program submitted contains **adult content** and agrees that such programming will be aired on GRTV between the hours of 10 pm and 6 am.
 - 9) The program **sponsor** understands that false or misleading statements made in the *Application for Cablecast & Statement of Compliance* are grounds for forfeiture of the right to use GRTV public access equipment and facilities.
 - 10) The program **sponsor** understands that the *Application for Cablecast & Statement of Compliance* will be on file at GRTV and available to any local person to view during normal business hours. Persons wishing to view such material will be asked to sign a release form containing their name(s), address(es) and phone number(s).
 - 11) The program **sponsor** understands that her/his DVD/tape(s) or live show will be cablecast based on information provided on the *Application for Cablecast & Statement of Compliance*. Any inconsistencies may result in aborted playback. Repeat violations may result in denial of a **sponsor's** right to cablecast on GRTV.

PROGRAMMING PROCEDURES

- 1) Each tape or DVD submitted to GRTV should contain one program only, and be submitted directly to the front desk of the Community Media Center. Mailed tapes should be addressed to GRTV Programming.
- 2) Programs may be submitted to GRTV as files on an external hard drive or flash drive. **Sponsors** are responsible for the transfer of the program files to the D drive on one of the

commons computers. Programs submitted this way must have a file designation of .mpg. Cablecast forms must have a number notation of which commons computer was used for the transfer. Transfer of program files must take place during regular GRTV production hours with no transfer beginning after 8:30 pm weeknights or 5:30 pm Saturdays. GRTV is not responsible for failure of personal equipment or for incomplete transfers.

- 3) Every program submitted for **air** must be clearly labeled with the title, the name of the program **sponsor**, and **length** (accurate TO THE SECOND. Do not round-off times. For example, indicate 28:56 if that is the program's exact length, not 29:00). The title should appear on a visible surface of the tape, case or DVD. If the program is preceded by color bars, a slate (title, length, date of completion and producer's name), or a countdown this must be noted on the label.
- 4) Each program must be accompanied by an *Application for Cablecast & Statement of Compliance*. See General Rules #3 above.
- 5) Each program in a series must be clearly numbered and/or titled, and the *Application for Cablecast* must clearly indicate the date when that installment should be shown ("Playback Date" on the Application for Cablecast).
- 6) One-time programs and specials may be of any length. Regularly-scheduled series programs should adhere as closely as possible to the **standard length**. At the discretion of the Programming Department, series episodes which exceed or fall short of the **standard length** may be aired in less than their entirety, or not aired at all.
- 7) Programs must be of sufficient technical quality. Though GRTV can and does **air** programs which are far below commercial TV "broadcast quality," programs with excessive defects, such as broken control track, tape or DVD damage, highly distorted audio, etc., may be determined by the Programming Department to fall below minimum technical standards for the channel. This decision will be made only in extreme cases, and will NOT be used to censor or weed-out programming based on content. The **Programming Department** will inform any **sponsor** whose program has been pulled from cablecast for technical reasons and will advise the sponsor on ways to remedy the problem on that, or future, programs. Repeated technical defects of an extreme nature in a series may result in the cancellation of that series.
- 8) All tapes submitted must be recorded at SP (fast) speed.
- 9) GRTV will make every effort to provide a secure facility to store all programs for the brief time they are here. However, GRTV cannot be responsible for the loss of the contents of any tape. If it is determined that a tape has been lost or damaged through GRTV error, GRTV will reimburse a **sponsor** for the cost of replacement stock only. **Sponsors** should not submit program masters. It is strongly recommended that only dubs (copies) of programs be submitted for cablecast, and that edited masters be carefully stored by their owners.
- 10) It is the responsibility of the **sponsor** of a program to deliver the program to GRTV and to make arrangements to pick it up after its final **airing**. GRTV will assume no delivery costs. Persons wishing to have their program(s) returned by mail must include a self-addressed stamped envelope or envelopes with the submitted program(s).
- 11) GRTV reserves the right to dispose of any program 60 days after the **final air date**.

SERIES PROGRAMMING

A series is a program **aired** on a regularly scheduled basis, either daily, weekly, bi-monthly, or monthly. It is produced by the same producer, **airs** under the same title, and deals with related subjects.

- 1) A **sponsor** must submit four (4) installments of a series in order to secure a regular time slot. After that, a **sponsor** must submit programs on a regular basis to maintain an on-going series.

- 2) If a limited number of programs are produced for a series, the entire series may be repeated no more than three times. Four **air**-ready shows must be kept at GRTV at all times to maintain a limited series.
- 4) If a **sponsor** wishes to cancel a series, the GRTV Program Manager must be given three (3) weeks notification. That time slot will then be open to other programs. If the original **sponsor** wishes to schedule another series in the same **timeslot**, they may request to do so. That request may be honored only if there is no waiting lists for that **timeslot**. If there is a waiting list, the original **sponsor** will go to the bottom of that list, or may choose another available **timeslot**. In all cases, Series Programming Rule #1 must be followed for a new series.
- 5) If a **GRTV member producer** wishes to do his/her series live, he/she must follow the Live Programming policy below.
- 6) A **sponsor** anticipating difficulty in being able to deliver her/his program in a timely manner should notify GRTV at least three days prior to the scheduled delivery date of that program. If a **sponsor** fails to so notify, or to deliver her/his programs in a timely, regular fashion, GRTV will issue a warning, either in person, by telephone (including answering machine or voice-mail), by e-mail or by postal letter. A second infraction will result in a letter of notification of the cancellation of the series. That **timeslot** will then be given to another **sponsor**.
- 7) From time to time, regular series programs must be preempted (cancelled for a single showing) to make way for special programming. GRTV will make an effort to notify a program **sponsor** when his/her primary slot is preempted. Rerun slots are subject to more frequent, or long-term preemption. Rerun slots are not guaranteed, and so GRTV may not always notify **sponsors** of cancellations. When a rerun slot is permanently replaced by another program, GRTV will notify the program **sponsor**.

LIVE STUDIO PROGRAMMING

A **producer** wishing to do a live studio production must...

- 1) (for a one-time special) have completed and aired on GRTV at least TWO prerecorded studio productions of equal or greater length than the proposed live special.
- 2) (for a series) complete and submit for cablecast four prerecorded installments of the series in order to secure a regular weekly, bi-monthly or monthly **timeslot**. Upon successful completion of these four shows, **producer** may request to do the show live.
- 3) fill out a *Studio Request Form* (available from the GRTV Production Department). This form must be submitted to and cleared by both the Program and Production Departments.
- 4) schedule the Studio with both the Program and Production Departments.
- 5) turn in a signed, completed *Application For Cablecast & Statement of Compliance* form to GRTV prior to each show (see General Rules #3).
- 6) locate and schedule studio-certified volunteer crew people for their production. All crew must be GRTV members in good standing. GRTV staff will offer technical assistance when needed, but will not be among regular scheduled crew.
- 7) be on the GRTV premises at least one (1) hour prior to **airtime**, with scheduled crew to prepare for production.

There are a limited number of live **timeslots** available. If Program and Production Departments determine that a program does not significantly utilize the live format, **producer** may be instructed to prerecord the show on instead, or to do the program live on a less frequent basis.

Cancellation of any live program must be done AT LEAST 48 hours in advance. Failure to so notify both the Production Department and the Programming Department could result in permanent revocation of studio privileges.

The host of any live program is expected to follow GRTV rules regarding content. Guests on the program (including telephone callers, live email correspondents, etc.) should not be permitted by the **producer** or host to promote products or businesses or otherwise violate GRTV rules. The host is expected to keep guests within these rules as well as she/he can.

UNDERWRITING

GRTV cannot cablecast programs with commercial advertising or solicitation. However, you may thank/recognize a business, individual or organization providing financial assistance or in-kind support to help make your production happen. Such funds may be used for such things as material, equipment, location fees and artist's fees, but MAY NOT be used as payment for the labor of any GRTV producer using GRTV equipment.

You must state in an underwriting credit what type of service was provided by whom. For example:

Pizza for the crew was supplied by Pizza Maker's, serving "authentic Sicilian pizza" since 1985 at 1515 Bridge Northwest in Grand Rapids.

You are allowed to use an underwriter's official slogan or jingle, and to give their address, phone number, hours of operation, web page URL, email address, etc. An underwriting credit may show graphics or moving video images of an underwriter's place of business, their logo and their persons.

Qualitative statements, or claims relating to cost or value (for example "best", "prompt", "dependable", "cheapest", "fair price") are forbidden, as are "calls to action". Underwriting credits should not be regarded as commercials.

The underwriting credit may not exceed 15 seconds in length. It must be edited onto the same tape or DVD as the program. It may appear once before the program starts and once after the program ends, but may not appear within the body of the program. For live programs, credits may be rolled-in before and after the program, per arrangement with the GRTV Production Department.

A maximum of six underwriters are allowed per show. In no case may any one underwriter's credit exceed 15 seconds, or be shown more than twice per show. When a program contains underwriting credits, they must be included in the total program **length**.

No business may appear in a program which they have underwritten.