

# AMP

## Policies and Procedures for Community Users

Revision Effective 4-18-2002

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## 1. Introduction

- A. AMP (AMP) has been established to provide public non-commercial, educational and governmental access television channels and other media services to the Monterey Peninsula. These operating policies and procedures are intended to provide the means for assuring fair and equitable access to the resources and services which AMP manages.
- B. The public access channel resource managed by AMP is intended to be a public and community forum for freedom of expression and will operate in the spirit of the First Amendment to the United States Constitution. AMP also serves the educational and governmental institutions of the Monterey Peninsula and provides specific channel capacity and resources to serve those interests. The resources and services managed by AMP are intended to facilitate non-commercial expression by residents of the Monterey Peninsula for the education and benefit of the community at large.
- C. The policies and procedures detailed below may be waived in specific cases by authorized staff for due cause, but shall otherwise generally be followed. In cases where these policies and procedures are suspended, supporting documentation shall detail the reasons for such suspension. A Producer or Programmer is required to submit any request for a waiver in writing in advance for review by staff.
- D. These operating policies and guidelines may be modified at any time by the AMP Board of Directors at a meeting for which such modifications are posted in advance. Producer members of AMP and members of the Monterey Peninsula community are invited to submit proposals for changes and to make comments on any proposed changes which the Board is considering.

## 2. Definitions

- A. AMP, Inc. shall hereafter be referred to as "AMP."
- B. Person(s) making use of cable access channels for presentation of videotapes, live programs or programs being received by satellite transmissions shall hereafter be referred to as "Programmer(s)."
- C. Person(s) who have been certified for use of AMP managed facilities and equipment are hereafter referred to as "Producer(s)."
- D. 'Public, Educational and Governmental cable television access' shall hereafter be referred to as "PEG."

## 3. Eligibility

- A. **Residents/Producers.** Persons whose principal place of residency or employment is a community participating with AMP are eligible for services. Proof of residency must be presented to AMP staff and may include a current California driver's license, personal utility bill or bank checks with a current address. Employment eligibility is determined by the physical business address of the employer. Full-time students enrolled in schools or institutions of higher learning located in participating communities are likewise eligible; appropriate documentation is required to establish their eligibility.

Residents may submit programming for telecast as public access Programmers with no additional membership requirements. Resident Producers are required to volunteer a minimum of five (5) hours per month to retain membership in good standing. Volunteer

hours must be approved by the staff of AMP and be for purposes other than the production of a Producer's own program or series. Volunteer hours on behalf of another Producer or Programmer will be credited only when a completed program is submitted for telecast and with the written request of the Programmer.

Alternatively, a Producer may pay a fee of \$25.00 per month in lieu of the volunteer hours.

**B. Community Organizations.** Organizations located in Monterey County which provide services to communities participating with AMP and are recognized under California state law as non-profit organizations or are educational or governmental entities are eligible for services. Organizations must register with AMP with proof of their non-profit status and provide names of their authorized representatives. Community organizations may submit programming with no additional membership requirements. Individuals representing community organizations who have registered as members with AMP who are Producers are not subject to the usual volunteer requirement for membership as long as their use of facilities and equipment is strictly on behalf of the community organization.

**C. Non-residents.** Individuals not residing or employed in communities participating with AMP are eligible for services subject to the following criteria:

- i. The individual is a designated representative of an eligible organization member, OR
- ii. The individual is a resident of Monterey County and is actively engaged in providing, producing or supporting the production of programming appearing on AMP channels.

Non-residents who submit programming for telecast as public access Programmers are subject to the following membership requirements:

- i. The Producer must be enrolled in AMP's educational program and provide active support for community productions organized by AMP for not less than five hours per month, OR
- ii. The Producer must pay a fee of \$25.00 for each program submitted (payable at the time of submitting a program.)

The volunteer/membership fee requirement for resident Producers also apply to non-resident Producers. Non-resident Producers who are not designated representatives of an eligible organization member must meet the following additional requirements

- i. The Producer must be enrolled in AMP's educational program and provide active support for community productions organized by AMP for not less than five hours (in addition to the resident Producer requirement and the non-resident Programmer requirement), OR
- ii. The Producer must pay a fee of \$25.00 for each reservation (payable at the time of checking out any equipment or facilities.)

**D. Minors.** Producers and Programmers must be of legal age eligible to sign contracts in the State of California. Alternatively, minors acting as Producers and Programmers must be acting under the auspices of their parents or legal guardians who are eligible under the above policies and who will sign contracts and take responsibility on their behalf. Minors are subject to all membership requirements.

## **4. Facilities and Equipment Policies**

### **A. Facility Use.**

The offices and production facilities managed by AMP shall be under the supervision of staff persons or qualified volunteers as designated by staff. Hours of operation shall be established by staff and may be amended with prior notice as required.

The following are prohibited unless prior permission has been granted by authorized representatives of AMP:

- i. Use of AMP's business telephones, office machines and supplies.
- ii. Intoxicating beverages or controlled substances.
- iii. Firearms or other weapons.
- iv. Animals unless needed by persons with disabilities.
- v. Activities of a commercial nature, such as selling goods and services.

It is expected that all persons within the facility will observe reasonable rules of conduct and civility. Persons determined to be acting in a hostile, confrontational or abusive manner or engaging in actions which obstruct normal business operations or others' use of the facilities shall be required to modify their behavior or leave the facility.

## **B. Equipment Use.**

### **i. Restrictions.**

1. Equipment may generally be used only for the production of material to be first telecast on channels managed by AMP. Exceptions to this policy are equipment uses for the purpose of training or for production of material to be used in an AMP-related activity approved in advance. Equipment may also be used by employees of any government entity which is providing support to AMP when such uses are for official purposes such as development of training materials which may not appear on AMP-managed channels.
  2. Reservations will be made only for projects which have been registered with AMP. A written form must be completed for each project and accepted by staff. A project is defined as a specific single program with a predetermined completion date, or a series of programs which has a weekly slot on an AMP channel. Producers may be limited to one project at a time, at the discretion of staff.
  3. Producers may not charge for production services making use of AMP-managed equipment, unless such has been arranged in advance through AMP staff. Producers may not charge persons, organizations or businesses to appear on AMP channel(s). Underwriters or their agents or representatives may not appear on any program for which they have provided material support without prior staff approval.
  4. Persons appearing as hosts or MCs on a program or acting as creative personnel, who are not certified as Producers, must have attended an AMP orientation session and may be required to attend training classes to acquaint them with operations and safety features of the AMP facilities.
- ii. **Certification.** To receive any certifications, a Producer must have attended an AMP orientation. Equipment may be used only by Producers who meet current membership requirements. Equipment may be used only by Producers certified by AMP staff to operate that particular equipment. A Producer must be certified on a particular equipment system prior to making reservations to use that system. Certifications shall

be based on successful completion of training developed by AMP and/or a competency test administered by staff.

- iii. **Reservations.** Equipment is available on a first-come, first-served basis. As many as five (5) advance reservations may be made. Exceptions to this limit are available for long-term projects and series for which a written production plan has been approved by staff. Reservations may be made or amended only by direct contact with staff. Producers must inform staff if they will be late or need to cancel a reservation.
- iv. **Contracts for usage; liability for damages.** The Producer using the equipment is responsible for its safe use and return in working condition as received. An Equipment Use Contract accepting liability for damages and signed by the Producer is required for each use. The Producer will fully compensate AMP for any damages or loss other than normal wear and tear which occur during the time she/he has checked it out.
- v. **Studios.** Studios may be checked-out for up six (6) hours per reservation. The Producer checking-out a studio is responsible for conduct of their crew and program hosts and guests. All persons operating equipment in studios must have a basic orientation to studio procedures and safety. Persons operating specialized equipment such as the production switcher, audio board or character generator must be certified to operate that equipment. No food or beverages may be brought into control rooms at any time. Use of food and beverages in studios must be approved in advance.
- vi. **Editing and Dubbing Facilities.** In-house editing and dubbing systems may be checked-out for up to eight (8) hours per reservation. Use of editing systems for viewing, logging or dubbing tapes is permitted, but no advance reservations will be given for these purposes. No food or beverages may be brought into the editing and dubbing rooms.
- vii. **Field Equipment.** Field camera equipment may be checked-out for up to forty-eight (48) hours. Field editing equipment may be checked out for up to ninety-six (96) hours. If a reservation is accepted that would end on a day that AMP is closed (weekend or holiday) the reservation may extend for additional hours beyond the above limits. Equipment may not be taken outside of a fifty-mile radius of the AMP offices without prior permission. Equipment must be returned no later than the time specified on a contract at the time of check-out unless the Producer has received authorization for late return from AMP staff.
- viii. **Fees.** AMP may establish fees for training and certifications as needed. Provisions for scholarship or volunteer service in lieu of fees may be offered, dependent on individual need. No equipment use fees will be charged to Producers making shows strictly for presentation on the channel(s) managed by AMP. Fees may be charged for equipment uses if distribution of material is other than exclusively on PEG channels (see next section.) Fees may be charged for use of supplies provided by AMP such as videotape, lamps, batteries, etc.
- ix. **Subsequent Distribution.** Producers developing shows which are intended for subsequent commercial distribution may be required to pay fees for each use of equipment at the current market rate for the specific equipment system they use. Fees shall be paid if such distribution results in compensation other than reimbursement for the direct costs of videotape and mailing, or if the Producer represents to any persons

that (s)he is selling copies of the completed production. Producers must designate on the contract for each equipment use if they are intending to-commercially distribute their production.

Should programs produced with AMP-managed equipment or facilities subsequently be distributed commercially, the Producer shall be liable for reimbursing AMP for facilities and equipment fees related to production of those programs.

#### **x. Penalties for Infractions of the Facilities and Equipment Policies**

1. **Use of AMP-managed Equipment for Purposes other than Production for the Access Channel(s); Charging for Use of AMP-managed Equipment or Appearances on Access Channel(s).** Penalty: The Producer loses eligibility for check-out of equipment indefinitely.
2. **Use of Equipment without Permission of Staff and Signing of an Equipment Use Contract.** Penalty: The Producer loses eligibility to check-out equipment for a period up to three (3) months.
3. **Damage to Equipment.** Penalty: The Producer must reimburse AMP for all costs of repairing equipment. In addition, the Producer is ineligible for further equipment uses until all costs have been paid, or a written agreement for payments to meet the financial obligation has been executed with the Operations Director.
4. **Failure to Return Field Equipment at the Time Specified.** Penalty: The Producer is subject to penalties of \$50.00 per day, applicable to any portion of a day the equipment is late. If the equipment is more than twelve (12) hours late without notice or causes another Producer to lose a production opportunity, the Producer will be suspended from check-out privileges for a period of two (2) weeks. If the Producer fails to return equipment for a period greater than twenty-four (24) hours, they lose the privilege of check-out for an additional period to be determined (up to indefinitely) and may be liable for full replacement cost of the equipment in question.
5. **Failure to Check-out Equipment at the Time Specified in a Reservation.** Penalty: The Producer may forfeit any reservation for equipment if they are more than fifteen (15) minutes late for that reservation. If the Producer does not show up for a reservation at all, all current reservations are forfeited and no additional reservations may be made for one week.
6. **Disruptive Behavior or Failure to Observe Sobriety or Proper Safety Procedures.** Penalty: Staff may require said individual to vacate AMP facilities.

#### **5. Programming Policies**

- A. **First Amendment Provision/Disclaimer.** There will be no prior restraint or censorship of programming submitted to AMP for presentation under its public access policies, unless such programming contains material used illegally or material not protected by the First Amendment to the Constitution of the United States. Public Access programming must include a disclaimer in which the Programmer accepts responsibility for her/his speech and holds harmless AMP, the cable provider(s) on which AMP programming appears and each franchising authority contracting with AMP.

- B. Fees.** No fees will be charged for programming services unless AMP incurs outside costs such as special engineering or technical fees (e.g., for satellite downlinks, etc.), in which case such costs will be passed on to the Programmer.
- C. Non-commercial Provision/Underwriting.** All programming accepted for play on the PEG channels must be non-commercial in nature; i.e., containing no solicitation of funds or attempt to sell products or services. Programs may, however, contain underwriting credits acknowledging support given to Producers to develop their program.

The following are not permitted:

- i. Superlative description or qualitative claims about any underwriting company, its products or services; any comparison with other companies, or with other company's product or service, whether direct or implied.
- ii. Any inducements to buy, sell, rent, or lease.

Official spokespersons, owners, employees or professional talent that are featured in commercial promotion of a underwriter's business or product may not appear on any program for which the underwriter has provided support, without prior staff approval.

A business location must not be prominently featured in any program for which that business or its owners or managers has provided underwriting support. An exception to this policy may be made for a situation in which an event is documented occurring at an underwriting business location, and the resulting program does not explicitly feature products or services there or serve as an overt inducement to patronize the business. Such exceptions will be granted contingent on staff review of the program(s) in question and may be withdrawn if references to the business are more than incidental.

Underwriters for programs may be credited with an acknowledgment at the beginning and/or end of each show with audio and video including the underwriter's name, address, telephone number and a logo and/or exterior of business. A brief descriptive line may follow the credit factually describing the underwriter's business (e.g., "Computer Products and Repairs", "thousands of books available"). Products and brand logos may be included. No price information or dates of sales may be included.

Each underwriter may be acknowledged no longer than fifteen seconds each time at the beginning and/or end of the program. Total underwriting acknowledgments may be no longer than two minutes per hour of programming, or one minute per half-hour.

Generally, AMP-produced programming shall follow the same guidelines as all other shows for underwriting. However, only AMP may make use of the Community Bulletin Board for acknowledging underwriters.

In addition, if a program not produced by AMP does contain underwriting credits, the Producer (or Programmer) must provide staff with signed agreements from each credited underwriter with the following information:

- i. Producer/Programmer's Name
- ii. Name of program
- iii. The following statement:  
"I understand that any financial or other support that I have given to the above Producer/Programmer is for support of the program listed. No support is intended for or will be received by AMP (AMP). I understand further that the Producer/Programmer is not an agent or representative of AMP and that the program I am supporting is

strictly the Producer's responsibility and expression. I understand that I may receive an underwriting credit, but will not receive commercial advertising including the promotion of products or services."

- iv. Name of underwriter (individual or business)
- v. Signature of underwriter
- vi. Date of signature

Appropriate signed agreements must be provided prior to the telecast of any show with underwriting credits.

- D. Local Programmer Requirement.** Programming presented under the public access channel policies must be at the request and under the responsibility of an eligible resident or community organization. Each show must include in its credits for at least ten (10) seconds the name of the Programmer (or a pseudonym) and accurate local contact information such as a telephone number, address or email.
- E. Community Programming Agreement.** For every public access show telecast (whether taped, live or from satellite feed), there must be a Community Programming Agreement signed by the responsible party for that program. The Agreement will contain language holding harmless AMP, each franchising authority contracting with AMP and each cable television provider which AMP provides the programming for all content of that program. The Programmer will take full responsibility for the content and will certify that the program contains no illegal or commercial material. All underwriters for the program must be listed on the Agreement. The Agreement must be submitted prior to telecast and will be kept on file by AMP.
- F. Scheduling of Programs.** Programs will be scheduled by staff given time, place and manner criteria applied consistently to all programming. Certain thematic blocks may be established for grouping programming. Other criteria for grouping may be technical (e.g., live vs. taped), programming source (public, educational, governmental), or age-appropriateness. Programmers may request specific time and day scheduling, subject to availability and the above principles.
- G. Replays of programs.** AMP will telecast a given program at least one time following submission of a Community Programming Agreement. Replays of a given program are at the discretion of AMP unless limits on replay of programs are agreed to in advance between AMP and the Programmer. Replays will be prioritized under the following criteria (in order of preference):
- i. programs produced with AMP facilities
  - ii. programs produced within Monterey County
  - iii. programs produced in areas other than Monterey County.
- H. Series.** Programmers may request series slots for programs to appear each week at the same time. Three (3) programs of the series which have not played on AMP-managed channels must have been completed prior to assignment of a slot. A commitment to producing 50% original new programming is a requirement for a series. Series which fall 10% below the minimum requirement for original new programming may lose their slot. Series times assigned to programs will be valid for up to six months. Renewals will be done for all series at a specified time. Specific slots will be based on the same scheduling principles as enumerated above.

- I. Taped Programs.** Videotaped programs must be submitted no later than twenty-four (24) hours in advance of a scheduled play. Videotapes must meet minimum technical standards, as follows, or may be returned to the Programmer without being televised:
- i. No excessive oxide loss or visible dropouts.
  - ii. Measurable video signal at all times during the program.
  - iii. Audible audio signal (other than ancillary noise) without significant distortion generally throughout the program.
  - iv. No loss of control track from physical beginning of tape to end of program plus ten seconds.
  - v. Programs submitted as episodes of a series must allow thirty (30) seconds for station ID prior to the start of a following program; i.e. a thirty-minute show must be actually 29:30; a sixty minute show must be actually 59:30.
  - vi. Tapes must be legibly labeled on the spine with the title, name of the series and episode # (if applicable) and Programmer's name. Staff may affix an additional label with additional information needed for playback.
  - vii. Programs must have sufficient pre-roll time to ensure stable playback, generally not less than ten (10) seconds. There should be ten (10) seconds of video black preceding the start of the program. Countdown (if used) should end at minus three (3) seconds. Producers may add slate and color bars, if desired.
  - viii. Tapes must be provided in SVHS or VHS formats, or any other format which AMP has installed in its playback facility.
- J. Live Programs.** Live programming is subject to technical and facilities availability. Live programs must be scheduled at least three(3)days in advance; Producer/Programmers are encouraged to schedule live programming as far in advance as possible. Live programs may not exceed one hour in length without prior permission. Replays of live shows must display on-screen text indicating the program was recorded at an earlier time. Producers of live shows should take particular care to exercise their responsibility for content, given the nature of live programming.
- K. Satellite Programs.** Telecast of programs from satellite transmissions is dependent on the availability of a signal to AMP at the time of the telecast. AMP may provide for taping and retelevising satellite transmissions, providing that the requesting Programmer provides evidence of rights for such uses and supplies videotape.
- L. Community Bulletin Board.** AMP televises information of community interest at its discretion. Other messages must be approved by staff. Messages may include information, services or events presented by non-profit groups and/or approved cultural or educational organizations which have registered with AMP. Fees for events will be listed only for those organizations who have registered with AMP. A contact number must be included.
- M. Penalty for Infractions of the Programming Policies and Procedures**
- Violation of the Warranty Agreement as Listed on the Community Programming Agreement.** Penalty: The Programmer loses eligibility to submit or telecast material for one year. Should the material lead to litigation or prosecution, the suspension shall continue for the time the case remains in the courts.

## **6. Assisted Production.**

Whenever possible, AMP wishes to make available assistance in developing community productions including the recruitment and assignment of volunteers and staff involvement. However, given the limited number of staff and demand for assisted production, it is in the best interest of the Producer to obtain volunteers on their own. Generally, staff will make provisions for assisted production for first-time community users only. AMP may also initiate open production times when community users who are not Producers may be taped by staff and volunteers for presentation on the PEG channels.

## **7. Appeals of Disciplinary Actions.**

All appeals must be made in writing within one week of the imposition of the disciplinary action. There are two stages of appeals:

- A.** Appeal to AMP Executive Director. The Executive Director of AMP will review and act on a written appeal within two (2) working days. The response shall also be in writing. Should the person making the appeal not be satisfied with the result, a final appeal must be made in writing to the Board of Directors of AMP within two (2) working days of the Executive Director's decision.
- B.** Appeal to the Board. The Board of Directors of AMP will review final appeals at its next regularly scheduled meeting held at least two (2) working days after the appeal is received at the AMP office. The appeal shall be heard within sixty (60) days. The decision of the Board is final and will be detailed in writing to the person making the appeal.