

# **Policies & Procedures**

**During COVID-19 Pandemic**





## **INTRODUCTION**

Thurston Community Media (TCMedia) delivers communication resources to build a stronger community. TCMedia believes that community access media is an appropriate and powerful vehicle for promoting greater awareness and understanding of the larger community and the diversity of its people. TCMedia is a 501c3 tax-exempt organization designated by the Washington Secretary of State as a non-profit, public benefit corporation.

TCMedia was created to administer the community access channels and facilities. Our goal is to provide a resource that empowers individuals, nonprofit organizations, government agencies, and educational institutions, in Thurston County to produce digital media programs or communication of messages. TCMedia coordinates outreach, training, production, playback, and promotional activities to achieve this goal. TCMedia operates in collaboration with our funding jurisdictions and the local cable operator(s) to facilitate open communication between government agencies and citizens, residents and their neighbors, and nonprofit organizations and schools with the community at large.

TCMedia began as an informal study group, the Capital Area Community Television Association (CACTA), in the fall of 1982 and was incorporated in 1983 as a WA nonprofit corporation. In 1986, CACTA became Thurston Community Television (TCTV). Soon after, we signed operating agreements with Olympia, Lacey, and Thurston County. Tumwater became a funding partner in 1992. In 2016, recognizing the rapid changes in technology and distribution, we changed our name to Thurston Community Media to reflect that our mission now goes beyond traditional television.

TCMedia is unequivocally committed to the expression of lawful free speech. Our responsibility is to assist, to the best of our abilities, all residents, nonprofit organizations, schools, and local government agencies in Thurston County in the creation of their digital media messages.

These policies are subject to change as technology and the needs of the community evolve.

## **NON-DISCRIMINATION STATEMENT**

TCMedia provides services on a nondiscriminatory basis. No individual will be denied access to any TCMedia equipment, facilities, services, or channel time on the basis of race, sex, sexual orientation, gender identity, age, physical disability, religious or political belief, or due to the nature of the programming interest.

## **CONTENT CREATORS**

TCMedia is a media maker space and creative learning community. We provide the use of our training, production services, and facilities, and equipment to individuals and groups who pay the required fees. Our primary focus is to support non-commercial community voices.

We have several classifications for content creators who use our facilities and services:

- A. **Volunteers** do not produce their own projects but help TCMedia or our Community Producers with community productions and other activities after receiving appropriate training.
- B. **Community Producers** pay an annual Equipment & Facility Fee to use TCMedia facilities and equipment to create non-commercial content for distribution on the TCMedia channels. For people who live outside Thurston County, the fees are twice the amount of the resident fee. Scholarships for 50% of the fees are available.
- C. **Community Partners** are nonprofit organizations that use TCMedia services to create noncommercial content. Fees for Community Partners are budget-based. For organizations located outside Thurston County, the fee is twice the amount of the local Partner fee.
- D. **Government Partners** are invited to take advantage of the services and facilities. Fees will be based on the package of services requested.

#### **Facility & Equipment Fees**

- Community Producers                   \$45 local resident / \$90 non-resident
- Student                                     \$25 resident student / \$50 nonresident student
- Local Community Partners     \$200 budget < \$500,000,     \$350 budget > \$500,000
- Nonlocal Community Partners pay 2x the local fee

All fees renew January 1st and are subject to change. Fees paid mid year are pro-rated. New producers paying between October 1 and December 31st

**Relationship with TCMedia:** Community producers and volunteers are not agents or employees of TCMedia. At no time may any individual or group identify themselves as an employee or agent of TCMedia or any of the funding jurisdictions unless hired by TCMedia or the jurisdictions to perform a service. TCMedia exercises no control, beyond these policies, over the production activities by community producers or volunteers except when they have been recruited by TCMedia to crew productions that are specifically coordinated by TCMedia.

#### **TRAINING**

TCMedia offers regularly scheduled workshops teaching a variety of digital media production skills and techniques. A required, online Orientation covers facility policies, programming rules, and procedures. Individuals and groups are encouraged to schedule an introductory tour prior to making their first reservation for TCMedia equipment. The tour can be scheduled with staff during our regular operating hours.

Training workshops are designed to teach the proper equipment operation and production techniques and familiarize the student with the specific technical setup of the TCMedia facilities. Workshop topics range from camera operation and video editing to animation, studio production, and digital cinema.

Individuals with prior media production and equipment experience may request to “test out” the training requirement by demonstrating their skills and abilities to a TCMedia staff person. They must make an appointment with a TCMedia trainer for their test-out and pay the associated class fee.

**Training Fees:** Fees vary based on the class. Training workshops are offered on a first-come, first-served basis and require payment of the appropriate training fee at the time of registration. Training fees will be refunded with at least 24 hours of advanced notice that the student cannot attend. Class fee is **non-refundable** for students who are absent without prior notice.

**Individual Instruction:** Individuals may schedule one-on-one instruction with a TCMedia trainer during regular operating hours. Individual instruction is \$50 per hour.

**Scholarships:** 50% scholarships toward training fees are available.

## **FACILITIES & EQUIPMENT**

TCMedia makes media production facilities and equipment available to individuals and organizations who pay an annual Equipment & Facilities fee. We require individuals to take our training classes before using our equipment. In general, we expect Community Producers and Volunteers to handle all production tasks without staff assistance.

You can learn to do production yourself by enrolling in our training program. Community Producers **MUST** provide programming for the channel in exchange for use of the equipment and facilities. TCMedia production equipment and facilities are made available on a first-come, first-served basis. Facilities and equipment reservations can be made online, in person, or by phone and must be approved by a TCMedia staff person. Voice-mail or e-mail messages do not constitute a reservation. Reservation limits are subject to change based on availability and demand. TCMedia will not cancel existing reservations in favor of other clients or projects. Reservations on the books have precedent.

### **Equipment & Facility Use During COVID-19 Pandemic**

All persons entering the TCMedia facility **MUST**:

- Sign in and have their temperature checked. A no-contact thermometer is used.
- Wear a mask covering their nose and mouth. If you are the host or guest of a studio shoot you may remove your mask during the recording.
- Maintain appropriate personal distance.

For additional information about our COVID-19 protocols, check our website.

**Reservations:** Reservations are required for use of all TCMedia equipment. You can make a reservation online through our RueShare system, or call the office Tuesday - Friday between 11 a.m. and 6:30 pm.

**Portable Equipment:** Portable Equipment can be checked out Tuesday - Friday between 11 a.m. and 6:30 p.m. Reservations can be for a maximum of 7 days. There must be 24 hours between reservations. Users must sign an Equipment Use Agreement or a Rental Contract agreeing to reimburse TCMedia for repair or replacement of any equipment that is damaged, lost, or stolen while in their possession. If the user is under

age 18, a parent or legal guardian must sign the agreement. A driver's license or state-issued ID is required for equipment check-out.

**Studio A:** During the COVID-19 pandemic, Studio A is available on Thursday from 4 p.m. to 8 p.m. and Saturday from 2 p.m. - 6 p.m. A maximum of 6 individuals may be in Studio A at any time. Staff will operate the Control Room until further notice.

### **PRODUCTION SERVICES**

TCMedia offers professional production services to individuals and groups. Rates vary depending on the project. Availability of professional services is based on available staff, equipment, and facilities to support the project. TCMedia reserves the right to refuse a production services project.

### **CHANNEL SCHEDULING & PROGRAMMING**

TCMedia manages four public, educational and governmental access cable channels - 3, 22, 26, 77. Currently, Channels 3 and 26 are designated for programming by/for local government. Channel 77 is for programming produced by TCMedia and local educational institutions. Channel 22 is public access, used for programming by local individuals and organizations. In exchange for the use of our facilities and equipment, TCMedia requires Community Producers to make their content available to air on the Public Access channel. All channels are scheduled in two, 6-month seasons.

**Program Content:** Community producers own the content and the copyright for their program. TCMedia recognizes that additional uses occasionally develop beyond airing on our channels. Producers may take advantage of these unanticipated opportunities only when:

- A. A programming contract has been filed for cablecast on TCMedia's channel(s) prior to any other use
- B. There is absolutely no distribution of programming for profit
- C. Any use of the program for fundraising activities must be by an organization that has been granted 501c3 tax-exempt status by the Internal Revenue Service.
- D. The producer notifies the TCMedia executive director in advance of the additional unanticipated use of the program.
- E. No other TCMedia policy is violated

**If this policy is violated, the Community Producer may have privileges suspended or revoked.**

TCMedia encourages community producers to exercise the responsible expression of their 1st Amendment rights. Program producers and/or sponsoring agencies are held solely responsible and legally accountable for the content of their programs and as such may be subject to prosecution for the cablecast of illegal material.

Producers and/or authorized representatives of organizations supplying programs are required to complete a TCMedia Programming Contract that **truthfully and accurately** describes the program or series they are submitting for cablecast. **Willful falsification of this document or material misrepresentation of information**

**required is grounds for revocation of privileges. Should a court order be issued against a program or series for any reason, the cablecast of that program or series will be suspended pending the legal decision.**

The following content limitations apply to any and all programs or messages cablecast on the access channel(s) administered by TCMedia. Community producers should seek staff assistance in meeting these guidelines.

The following are absolutely prohibited:

- A. **Lotteries / Contests** involving elements of a prize, chance, and/or consideration.
- B. **Illegal Material** which would subject the producer or supplier to civil or criminal prosecution
- C. **Licensed Material** that is copyrighted or subject to ownership or royalty rights, union residuals, or other payment unless the producer has obtained all necessary permissions.
- D. **Advertising / Commercial Endorsements** or other material that is designed to promote commercial business, products, or services.
- E. **Unauthorized Fundraising** - Solicitation of funds may only be for 501(c)(3) tax-exempt organizations.

**Program Review:** TCMedia service contracts with Olympia, Lacey, Tumwater, and Thurston County, require a mandatory pre-broadcast review by TCMedia of any program which, as described in the Programming Contract, portrays or depicts material that is indecent under federal law, or considered inappropriate for children. **TCMedia will place a content advisory notice before each program that has potentially indecent content as identified on the submitted programming content.** Programming with potentially indecent material or programming identified as unsuitable for children will be scheduled between 10:00 PM and 6:00 AM. See the Programming Contract for details and definitions.

**Political Programming:** Programs describing or endorsing declared political candidates or ballot issues that are directly related to a current campaign are considered "Political Programming." Programs, which include appearances by incumbents acting in their current elected capacity, are not included in this definition. TCMedia is non-partisan and will provide equal opportunity for all candidates or parties concerned to participate in any TCMedia produced political program. If a candidate or issue representative declines to participate, TCMedia will not be obligated to provide other opportunities. TCMedia encourages local community producers to provide similar opportunities when they produce programs about political candidates or ballot issues.

**Imported Programming:** Imported programming is produced by individuals or organizations located outside of Thurston County and is not affiliated with any Community Producer or Community Partner. Imported programming may only be presented on the TCMedia public access channel by an organization that is a currently Community Partner. Imported programming is second in priority when the program schedule is created. Individuals who live outside Thurston County may present programming on our channels if they pay the non-resident user fee.

**Program Scheduling:** Program producers may request specific times for cablecast. TCMedia will make every effort to accommodate these requests within the limits of available channel time but will not guarantee that all requests can be honored. TCMedia guarantees at least one airing for each program. The number of repeat showings any program receives after its first cablecast is at the discretion of TCMedia. TCMedia reserves the right to preempt program repeats to facilitate the scheduling of special programming.

Series programming has multiple episodes with at least one new, never-before-aired episode each month. Series programs will be assigned the same time slots each week. New producers are required to complete at least two programs for cablecast before TCMedia will assign a series time slot.

Single programs will not be scheduled until both the completed program and a Programming Contract have been delivered to the Channel Operations Coordinator.

All recorded programs must be delivered **at least 7 days prior to their first scheduled air date.** Programs not delivered 7 days in advance of their first air-date may be delayed for playback. TCMedia reserves the right to change delivery requirements.

If a new series episode is not received as scheduled, TCMedia will air the current program for one additional week. If a new episode is not received by the end of the one-week grace period, the series time slot may be discontinued and another program will be scheduled in it.

Programs that appear LIVE on the channel are exempt from the 7-day delivery requirement. A recorded copy should be delivered to TCMedia immediately after the production for future airings.

Program submitters must sign a Liability and Indemnification Agreement on the Programming Contract, acknowledging legal responsibility for program content. If the submitter is under 18, a parent or legal guardian must sign the Programming Contract. The content of programs presented on the access channel(s) is solely the responsibility of the producer. As such:

- A. No liability for the content of access programs for which TCMedia does not have direct production control shall attach itself to TCMedia, the funding jurisdictions, their agents or employees, or the cable operator.
- B. Applicants for cablecast time shall sign a release that saves and holds TCMedia, the funding jurisdictions, their agents and employees, and the cable operator harmless for all damages or claims arising as a result of the use of access channels by the applicant.

Community producers and imported program sponsors **must** provide TCMedia a telephone number or email address where they can receive messages or comments about their programs

#### **DO'S AND DON'TS**

To ensure that TCMedia equipment and facilities remain in good working order and are used appropriately, TCMedia reserves the right to limit or refuse service or on a temporary or permanent basis or otherwise initiate disciplinary actions if our policies are violated or for disruption of TCMedia activities or operations.

**Code Of Conduct:** Individuals and organizations using the TCMedia facilities and channels must agree to abide by all TCMedia policies regarding the use of equipment and/or channels. They are expected to observe a reasonable standard of courtesy and respect the rights and dignity of the staff and other individuals in the facility. Conduct that discriminates against or degrades any person will not be tolerated. TCMedia reserves the right to restrict any person from using TCMedia facilities for violation of this or other policies that result in the disruption of TCMedia activities and operations. Parents/guardians are responsible for supervising their children while in the facility.

Individuals who use the TCMedia facilities and/or channels must agree to abide by the following rules. These are not designed to define violations in exhaustive terms. Individuals may be accountable to both civil/criminal authorities and TCMedia for acts that constitute violations of the law on or off the premises. Individuals shall be subject to disciplinary action for violation of any provision of the TCMedia policies. The following are prohibited. Violation is grounds for the loss of privileges or fines:

- A. Falsifying information to TCMedia to obtain services or to avoid determination of facts for any TCMedia investigation or hearing.
- B. Misrepresenting yourself as being an employee or agent of TCMedia.
- C. Destroying or damaging TCMedia property or property of others on the TCMedia premises.
- D. Use or possession of drugs/alcoholic beverages on TCMedia premises or at TCMedia events
- E. Possession of weapons, firearms, dangerous materials on TCMedia premises without the CEO's approval
- F. Harassment, threats, and/or physical harm to any person at the TCMedia facility or event
- G. Intentionally or recklessly disrupting TCMedia functions
- H. Smoking/vaping inside TCMedia or within 25 feet of an entrance
- I. Theft of TCMedia property or the property of any person at the TCMedia facility
- J. Use of TCMedia name/logo without permission
- K. Engaging in lewd, indecent, erotic/obscene behavior on TCMedia premises or at TCMedia events.
- L. Engaging in any unlawful acts while on TCMedia premises or while participating at TCMedia events.
- M. Trespassing into any unauthorized area

**Disciplinary Actions and Appeals:** Violation of TCMedia policies may result in suspension or revocation of privileges or fines. TCMedia staff are empowered to temporarily suspend user privileges when they observe that TCMedia policies have been violated. It is hoped that disputes over policy interpretation can be resolved by a good faith effort to reasonably discuss the problem to arrive at an acceptable solution for everyone involved. When this is not acceptable or practical, a user may file a written appeal with the TCMedia CEO. The CEO will review the appeal and attempt to mediate a solution. If a mutually acceptable solution cannot be reached, the CEO will make a determination.

Appeals of the CEO's decision can be made to the Board of Directors. A written appeal must be submitted to the CEO within **30** days of the staff decision. Within **10** business days of the receipt of the appeal, the CEO will notify the TCMedia Board of Directors and set a date to meet with the appellant. Decisions of the Board of Directors are the final determination regarding the issue.

Grievances relating to TCMedia staff conduct should be addressed to the CEO. Grievances relating to the conduct of the CEO should be addressed to the president of the TCMedia Board of Directors.