



CREATE

**RULES AND
PROCEDURES
FOR
COMMUNITY MEDIA**

SEPTEMBER 2020

**CCX MEDIA RULES AND PROCEDURES
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I. PURPOSE

The purpose of these rules and procedures is to manage community equipment, facilities, and media platforms in a fair and equitable manner. Individuals using community television equipment, facilities, and/or media platforms are required to conform to these rules and procedures.

II. MEMBERSHIP

A. Eligibility.

To use community television equipment and facilities an individual must be a member. To be eligible for membership an individual must be a resident of the franchise area which includes the suburbs of Brooklyn Center, Brooklyn Park, Crystal, Golden Valley, Maple Grove, Medicine Lake, New Hope, Osseo, Plymouth, and Robbinsdale and must provide proof of residency in the form of a MN state driver's license/state ID. If the individual does not possess an ID, they must present a current utility bill featuring their name and local address. Membership expires when an individual moves out of the franchise area.

Non-residents are eligible for membership for a limited period of time if they are using facilities and equipment on projects approved by and produced for a nonprofit corporation located in our franchise area. The President or Executive Director of the nonprofit corporation will be required to furnish to CCX Media copies of the following for approval:

1. A letter listing the non-resident individual(s) the nonprofit corporation is proposing for a limited time membership specifying the role the individual(s) would be carrying out for the project.
2. The nonprofit corporation's Certificate of Incorporation.
3. Proof of the principal place of business.
4. A detailed description of the project.
5. The project timeline.

If the project is approved, the nonprofit corporation must resubmit these required materials every 12 months.

One individual must be designated as the project producer and that person is the only one who can reserve studio time, apply for a series timeslot on the channel, and sign off on CCX Media Release Forms.

Minors (under 18 years of age) need to provide written permission from a parent or guardian to receive member benefits. The parent or guardian should become familiar with member policies and agree to assume full legal responsibility for the actions of minors, whether in their use of equipment, dissemination of content, or any other activity at CCX Media.

B. Requirements.

If an individual is eligible for membership, they must then satisfactorily complete the CCX Media Orientation and one of the following classes to become a member: Studio Production, Portable Camera Production, or Editing. Upon satisfactory completion of any class, a person will be certified to use the equipment corresponding to the class completed. Members may reserve and use only the facilities and equipment they have been certified to use.

C. Community responsibility and representation.

It is the responsibility of a member to know and understand CCX Media policies and procedures. Members are expected to engage with CCX Media for the purposes of learning, collaborating, and creating. Members are also required to use equipment and facilities to create non-commercial content for the organization's media platforms. Creation of commercial content is prohibited.

Members must not represent themselves as an employee or agent of CCX Media.

III. STANDARDS OF CONDUCT WITHIN COMMUNITY MEDIA CENTER

CCX Media is a publicly owned facility. All behavior, language, and dress must at all times be appropriate for a public place. CCX Media staff are responsible for the safe, economical, and appropriate operation of this facility. All those using or visiting this facility must comply with their instructions and orders at all times.

A. The following is a partial list of prohibited activities on CCX Media property. Individuals found in violation of these rules will not be allowed to remain on the premises, may suffer an immediate suspension of membership, and may be subject to further disciplinary action including fines.

1. Verbal or physical abuse towards any person, including, but not limited to, staff, members, Commission members, or visitors.
2. Possession or use of illegal substances or alcohol and/or weapons on the premises of CCX Media, including the CCX Media parking lot and other property.
3. Obscene or indecent behavior as defined under state or federal law.
4. Unauthorized use or access to facilities or equipment.
5. Engaging in conduct or use of equipment that may jeopardize health and safety of people or property.
6. Threats to persons or property.
7. Intentional destruction of equipment.

8. Unauthorized installation or downloading of any software or file on CCX Media computers.
9. Violation of any federal, state, or local law, ordinance or regulation relating to conduct in public buildings.
10. Loud or disruptive behavior.
11. Misrepresentation to others of status or affiliation with CCX Media.
12. Failure to thoroughly clean up and neatly put away all equipment after using CCX Media facilities.
13. Eating, drinking, or smoking in non-designated areas.
14. Inappropriate dress.
15. Loitering.
16. Children (under 12) unaccompanied by an adult. Adults may not leave a child unattended while they are involved with a production.
17. Animals, other than where necessary for production of related content or assisting the disabled.

B. Process of Reporting Violations.

Any member or visitor who witnesses a violation of the media center conduct rules is requested to report the activity to the CCX Media staff. If the conduct in question could pose an immediate danger to health, safety, or property, the proper law enforcement authorities must be contacted immediately.

C. Limitation on Liability.

While CCX Media will attempt to provide a safe, healthy, and comfortable environment for all members, staff, and visitors while in and around the media center, it does not assume any liability either expressed or implied for a violation of these rules that results in harm to persons or property.

IV. CCX MEDIA STAFF

- A. CCX Media staff are responsible for the management and care of facilities and equipment. Staff are also responsible for teaching members the proper use of equipment. They shall also be available to assist in solving production related problems. Staff are not to be directed by members or others using equipment and facilities and they should not be relied upon to fill production crew positions or to help organize productions.
- B. Staff has the right to utilize any forms and to adopt any procedure which is necessary to carry out the intent of these rules so long as the form or procedure is not inconsistent with these rules. A copy of all such forms or procedures shall be filed with the CCX Media office.

V. PROHIBITED USE OF EQUIPMENT AND FACILITIES

- A. Members' use of facilities and equipment for the following purposes is prohibited:
 - 1. To produce any content for hire.
 - 2. To produce any ad, infomercial or commercial.
 - 3. To produce or cause to be distributed any content which violates CCX Media rules or any local, state or federal laws or regulations, including, but not limited to, laws or regulations prohibiting obscenity or obscene material; materials soliciting or promoting unlawful conduct; sexually explicit conduct; or concerning copyright; patent; trademark; or licensing matters.
 - 4. To produce a personal event or content such as, but not limited to, an engagement or wedding, birthday/anniversary party, funeral, baby/wedding shower or demo reel unless it can be satisfactorily demonstrated to the Executive Director that the content has significance for area residents.
- B. Members who violate these rules will be assessed a rental charge based on current CCX Media production rates.
- C. Members will lose their privilege to use CCX Media equipment and facilities for violating these rules.

VI. FACILITIES AND EQUIPMENT USE

Community television facilities and equipment are available free of charge to produce content which is specifically intended for use on CCX Media platforms. Members are also encouraged to share their content on social media sites.

- A. Requirements to use facilities and equipment.
 - 1. All members must agree to comply with and be bound by all provisions of these rules.
 - 2. All members must execute all assurances and releases.
 - 3. All members must complete all required forms.
 - 4. All members must be responsible for the equipment and will be liable for any loss or damage, normal wear and tear excepted.
 - 5. All members using equipment and facilities will be expected to produce content for CCX Media platforms within two months unless approved by staff.

6. All members must be on time to pick up and return equipment. Members must also be on time for studio and editing reservations. If a member is going to be thirty minutes late for any appointment described in this paragraph, they must notify the appropriate staff in advance. If a member is more than one hour late for a reservation, they may be found in violation and staff may give their reserved equipment/facilities to another member.

B. To reserve equipment and facilities.

1. Portable equipment.

Portable cameras, portable studios, and related equipment are available during current business hours on a first come, first served basis. However, members may reserve portable cameras for a weekend only twice per month and portable studios for a weekend only once per month. Business hours are posted on the CCX Media website.

- a. Reservations for a portable camera, portable studio, and related equipment are required and may be made up to two months in advance.
- b. Portable cameras, portable studios, and related equipment may be reserved for up to 48 consecutive hours during the week. Equipment needs exceeding 48 hours may be booked at the discretion of staff.
- c. Only one portable camera will be reserved per production. Additional portable cameras will be available only if not in use or reserved at time of checkout.
- d. A member may reserve only one portable camera at a time.
- e. Members must provide their own recording media.
- f. Members who are under eighteen years of age must have a parent or guardian sign the CCX equipment form, pick up, and be responsible for all equipment which leaves the direct supervision of a CCX Media staff person.

2. Studio facilities.

Studio facilities are available to members on a first come, first served basis and reservations may be made only by a member who is the producer of the program. The producer of the program is the person in charge and the one who has the final say as to content, guests, crew, etc. All crew participants must be members with the exception of the host. The producer must be present whenever the studio is being used for their production.

- a. Reservations for studio facilities are required and may be made up to two months in advance.

- b. Studio facilities may be reserved for up to two two-hour slots per month.
 - c. No banking or saving of time is permissible. Members who do not need their studio time must cancel it with staff and may not pass it to another volunteer of their choice.
 - d. To insure the safety of those participating in productions, studio audiences may not exceed 50 people without the consent of CCX Media's Executive Director.
 - e. Set storage space is available for storage of CCX Media-owned set material. Producer-owned set material which is available for use by the public may be stored if, in the opinion of staff, it is suitable for general use and space is available. No other personal property may be stored.
3. Edit suites.
Edit suites are available to members on a first come, first served basis.
- a. Reservations for edit suites are required and may be made up to two months in advance.
 - b. Edit suites may be reserved up to 40 hours per month. No banking or saving of time is permissible.
4. Cancellation of reservations.
If a member makes a reservation for equipment and/or facilities and for any reason cannot keep the reservation, the member must notify staff 24 hours in advance and cancel the reservation, emergencies excepted. Repeated cancellations may result in loss of member privileges.

C. Media storage and retrieval.

- 1. Edit media storage.
 - a. Members will be granted access to a specified amount of digital storage space on CCX Media's storage network upon completing edit training.
 - b. While at CCX Media, members are responsible for the management of their data/storage space. If a member's storage space is not accessed for a two-month period, the member will be notified and their data will be deleted by staff within thirty days if no member instructions are received.
 - c. Additional storage space may be given at staff discretion. Members may use their own hard drives for data storage.

2. Studio media storage.
 - a. Upon the completion of each studio production, members are responsible for transferring their recorded footage from CCX Media's studio storage device to their edit storage space/personal hard drive.
 - b. Due to storage constraints, CCX Media is unable to archive all of the footage captured in its studios and must clear its studio storage devices to make space for future productions. Media files will not be held for more than two months unless special arrangements are made with staff.

VII. PROHIBITED CONTENT

- A. Advertising materials or other content which promotes a commercial product, service or business firm.
- B. Content which contains obscene material, sexually explicit conduct, or materials soliciting or promoting unlawful conduct, as those terms are defined or interpreted in regulations issued by the Federal Communications Commission. CCX Media reserves its right to determine that any submitted content is obscene consistent with this policy and applicable federal, state, and local laws.
- C. Material which seeks to raise money or solicit donations for any group, business or nonprofit organization with the exception of CCX Media approved fundraising events—the proceeds of which shall be used to support CCX Media and its mission.
- D. Personal events or content such as, but not limited to, an engagement or wedding, funeral, birthday/anniversary party, baby/wedding shower, or demo reel unless it can be satisfactorily demonstrated to the Executive Director that the content has significance for area residents.
- E. Content which violates any federal, state or local laws, or rules or regulations adopted pursuant to such laws, including, but not limited to, infringement of copyright, patent, or unauthorized use of trademark.

VIII. CONTENT REQUIREMENTS

- A. Rules applicable to content on CCX Media platforms.
 1. For content to be shown on CCX Media platforms, it must meet one or more of the criteria below.
 - a. Content must have been made with the hands-on assistance or have been produced by a member or a resident of the franchise area.

- b. Content must have been made with the hands-on assistance or have been produced by an employee, student, or member of an organization located in our service territory on behalf of that organization and with the organization's prior approval.

If it does not meet these criteria, but is public access content produced in Minnesota, it may be disseminated as time allows. However, it will not be made available on CCX Media's video on demand and social media platforms.

B. Technical requirements.

1. Content must be submitted as digital files.
2. Media must be accurately timed and titled.
3. Members planning live presentations must consult with CCX Media staff concerning the special demands of live production and must comply with such additional requirements as may be deemed necessary by staff.

C. Obtaining necessary clearances.

All individuals who are submitting content must make all necessary arrangements with and obtain required clearances from broadcast stations, networks, sponsors, music licensing organizations, performers' representatives, authors, composers, and any and all other persons or entities whose material they use in whole or part. CCX Media will neither help with this process nor accept any liability for a member's failure to obtain necessary clearances, licenses, etc.

D. Content promoting political candidates. For the purpose of these rules, a political candidate is a person who has filed for public office and that person remains a political candidate until after the election for that office.

That person or their campaign representative must comply with all the rules contained herein and, in addition:

1. Is limited to a total of one-half (1/2) hour per week of channel time (accompanying replays associated with first runs are exempt).
2. Content must be in compliance with the Minnesota Fair Campaign Practices Act. CCX Media is not responsible for any violations.

E. Plugs and underwriting.

The primary purpose of content on CCX Media platforms is to inform and entertain, not promote or sell goods/services. Content which mentions a commercial product, service, or business firm is considered a plug. However, CCX Media permits content which contains plugs and underwriting credits under the following conditions.

1. Plugs.
 - a. The producer, host, or other crew members can have no direct financial interest in the product or service of a guest(s) or subject(s) that is plugged or mentioned.
 - b. Plugs which include contact information or display the product may occur only twice during a program and may not be longer than ten seconds each occurrence.
2. Underwriting.
 - a. Underwriting may not mention or display price or specific contact information of the underwriter.
 - b. Underwriting may not contain comparative or qualitative language about the underwriter or its product.
 - c. Underwriting may display on screen the name of the underwriter.
 - d. Underwriting may be no longer than 15 seconds per underwriter and no longer than 30 seconds regardless of the number of underwriters.
 - e. Underwriting must be clearly identified as credits by stating, "This program was made possible (in part) by a grant from _____."
 - f. Underwriting credits may only appear at the beginning and end of the program only.
 - g. Programs may not discuss services or show products or banners of underwriters. Underwriters cannot be guests or appear on programs which they sponsor.
 - h. The proceeds from underwriting can only be used to pay for the direct costs of the program, costs such as sets, copies, fees and crew refreshment. The proceeds cannot be used to pay or otherwise compensate producers, hosts, or crew members including guests.
 - i. CCX Media may program underwriting credits according to policies adopted by CCX Media.

- F. Preview of content by CCX Media.
Though not a regular practice, CCX Media reserves the right to preview any content prior to dissemination to determine whether or not it is consistent with the description provided by the member. A preview by CCX Media does not relieve the person submitting the content from any responsibility.

IX. CONTENT SUBMISSIONS

- A. Content which meets CCX Media requirements and is submitted with a Media Release Form will be disseminated in accordance with the following rules:
1. Media platforms are available on a first come, first served basis. Series timeslots are also considered when scheduling.
 2. Each submission will be scheduled at least once. Additional playbacks will be at the discretion of CCX Media staff taking into consideration available time.
 3. Producers submitting content not suitable for children must check the appropriate box on the CCX Media Release Form. With this box checked, content will be presented between 10 p.m. and 12 a.m. Content suitable for children should contain little or no violence, no strong language and little or no sexual dialogue or situations.
 4. Content will be scheduled according to open time.
 5. CCX Media reserves the right to present a disclaimer, before and after any content, to alert viewers to potentially objectionable material or to identify or otherwise promote or provide information about organizations which support CCX Media.
 6. When livestreaming to social media at CCX Media, members are expected to obtain permission from anyone who may appear in a livestream. You may not livestream someone without their consent. Media Release forms must be signed and dated before beginning a livestream and submitting content for dissemination.
- B. Members who produce recurrent programs may apply for a series timeslot. Members may submit content for a series timeslot on a weekly, bi-weekly, or monthly basis. Timeslots are granted at the discretion of CCX Media staff and include the following requirements:
1. To be eligible for a series timeslot, content must be produced by or made with the hands-on assistance of a member.
 2. Arranging for the dissemination, sponsoring, or working/volunteering for an organization which produces content does not make the content eligible for a series timeslot.
 3. Members must have produced and submitted at least three programs prior to applying for a series timeslot.
 4. One series timeslot is granted per member/producer NOT per program produced.
 5. If a member fails to meet the criteria of their timeslot application or fails to turn in new content in a timely manner, their slot will be

cancelled and they will be ineligible to apply for another timeslot for six months.

X. CHANNELS & ONLINE DISTRIBUTION

Media channels.

- A. Community media channels: Channels 20 and 859 feature content created by community members and are designated for non-commercial use. They are scheduled on a nondiscriminatory basis.

Online distribution.

CCX Media distributes content via its video on demand player, website, and streaming platforms.

- B. Social media, streaming and video on demand.
 - 1. Members may request to have their content available on video on demand for a period of two weeks. Such content may be maintained for a longer duration at the sole discretion of CCX Media.
 - 2. Content and any related information submitted to CCX Media may be used on CCX Media social media and video on demand sites for promotion purposes. Content submitted by members may be redistributed by staff on CCX Media's social media and email distribution sites in their entirety or in edited segments. There is no guarantee that a member's content will be shared or otherwise used by CCX Media in connection with any of its social media accounts.
 - 3. Due to the nature of the internet and social media platforms, interaction with CCX Media social media channels is done at your own risk, without the expectation of privacy. Any action taken on social media, regardless of privacy settings, is a public action. All content provided to social media platforms may be publicly visible and tracked by third parties.

XI. PROCEDURES FOR HANDLING ALLEGED PROHIBITED CONTENT

Once a staff person is alerted to the fact that, or has reason to believe that content may be in violation of these Rules, the staff member shall immediately notify the Executive Director. Whereupon, the Executive Director shall take the following action(s):

- A. If at the time of the notification the suspected content is being cablecast, staff will pull it off the air and make it unavailable for cablecast and video on demand.
- B. If at the time of the notification the suspected content is not being cablecast, staff will make it unavailable for cablecast.

- C. Staff shall review the content with the Executive Director to determine whether it may violate CCX Media's rules.
- D. If the content is found to not be in violation of these Rules by the Executive Director, it will be made available for dissemination on appropriate media platforms.
- E. If the content is in violation of these Rules, the Executive Director shall notify the producer regarding the alleged violation and allow the producer the option of modifying it or appealing to the Policies and Activities Committee.
- F. If the Policies and Activities Committee determines that the content is in violation of these Rules, the Committee may direct the Executive Director to take appropriate corrective action, including not scheduling the content and/or, if necessary, notifying state or local authorities.

XII. RULE VIOLATIONS

A record will be kept of those members who violate these Rules. Depending upon the severity or the frequency of the violation, members may be issued a verbal or written warning or may be suspended for up to six months by the Executive Director or suspended for more than six months by the Policies and Activities Committee.

XIII. INDEMNIFICATION

- A. Those using CCX Media equipment, facilities or media platforms are responsible for the content they submit. Prescreening of content by CCX Media will not excuse users from this responsibility. Each user agrees to hold the cable company, the Northwest Suburbs Cable Communications Commission, and CCX Media harmless for any claims and attorney's fees and other costs relating to the user's content, including, but not limited to, slander, libel, defamation and obscenity claims that matters for indemnification by programmers also include copyright, patent or trademark infringement claims.
- B. All users will hold the cable company and CCX Media harmless from any and all claims relating to the use of the facilities, equipment and media platforms.
- C. Minors (under 18 years of age) need to provide written permission from a parent or guardian to receive member benefits. The parent or guardian should become familiar with member policies and agree to assume full legal responsibility for the actions of minors, whether in their use of equipment, dissemination of content, or any other activity at CCX Media.
- D. Those submitting material for dissemination on CCX Media platforms are responsible and liable for its content. The Northwest Suburbs Cable Communications Commission and CCX Media assume no responsibility or

liability for the content of any material produced by members or any other person or group.

Members submitting content will indemnify and hold the Commission, CCX Media and the cable company, their officers, directors, and employees, harmless from any and all liability or other injury, including, but not limited to, costs of defending claims or litigation arising from or in connection with:

1. Claims for failure to comply with any laws, rules or regulations of federal, state or local government;
 2. Claims of libel, slander or invasion of privacy;
 3. Claims of infringement of copyright, patent, or unauthorized use of any trademark;
 4. Claims of other injury or damage in law or in equity which claims result from or are connected with the user's use of CCX Media equipment, facilities, media platforms, or other resources.
- E. While CCX Media will attempt to provide a safe, healthy, and comfortable environment for all members, staff, and visitors while in and around the media center, it does not assume any liability either expressed or implied for a violation of these rules that results in harm to persons or property.

XIV. APPEALS

Any person who disagrees with a decision of the Executive Director as to the application of these Rules or a decision by the Executive Director to suspend them for violations may request a review and determination by the CCX Media Policies and Activities Committee.

- A. Such a request must be made in writing and submitted to the Executive Director of CCX Media within twenty (20) days of receipt of the decision.
- B. The Executive Director will bring the matter before the Policies and Activities Committee at the next regularly scheduled meeting. At the meeting, the Committee will make a determination and direct a written statement of it to the party requesting the review.

XV. INTERPRETATION

CCX Media reserves the right to make all interpretations, clarifications, and applications of these Rules, in its sole discretion, as may be necessary from time to time.

XVI. SEVERABILITY

In the event that any section, or part thereof, of these Rules and Procedures is deemed invalid, unenforceable or otherwise in violation of any local, state or federal law, such section, or part thereof, shall be deemed null and void and of no effect but all other sections, and parts thereof, shall survive and be enforceable.