



## **LAKE CHAMPLAIN ACCESS TELEVISION**

# **POLICIES**

**(Reviewed 2009)**

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*Lake Champlain Access Television, a not-for-profit public, education and government access television facility, is committed to serving the needs of our member communities by providing a free forum for the expression and exchange of ideas and information, a link to local government and schools, and a resource for education and training.*

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**POLICY #1: ADOPTION AND AMENDMENT OF POLICIES**

(Revisions Adopted: February 23, 2009.)

(Original Policy: April 12, 1995.)

**ADOPTION OF NEW POLICIES.**

**Proposal of New Policies.** Any member of the Lake Champlain Access Television Board of Directors may, at any meeting of the LCATV Board, propose such new policy or policies as he/she feels is warranted. The Executive Director of LCATV may also propose new policies under these same conditions. In either case, the Board may then take any of, but is not limited to, the following actions:

- 1) Warn a Public Hearing for the adoption of the policy, in accordance with ARTICLE I, Section 2 of the Policy on Policies.
- 2) Instruct the Executive Director to undertake whatever research, review, or rewriting of the policy the Board deems necessary and proceed according to step one of this process.
- 3) Move that no action be taken, in effect nullifying the proposed policy.

Any member of Lake Champlain Access Television may also petition the LCATV Board to take action on a proposed policy. In the case of individual petitions to the LCATV Board, the Board may, at that same meeting, move that no action be taken on the proposed policy, in effect killing the proposal. In the event that ten (10) or more members of Lake Champlain Access Television submit, in writing, a petition to the LCATV Board requesting the adoption of a proposed policy, the LCATV Board shall be required to warn and hold a Public Hearing on the proposed policy in accordance with Article I, Section 2 of the Policy on Policies.

**Adoption of New Policies.** All proposed policies shall first be reviewed by the Lake Champlain Access Television Board of Directors. After review, the LCATV Board shall warn a Public Hearing to accept input from its members on the proposed policy. Provided that no substantive changes are made at that Public Hearing, the Board may then formally act on the policy by a majority vote of the Board members in attendance, provided a quorum exists. If significant changes are made to the policy, the LCATV Board must then warn another Public Hearing and follow the same procedure for adoption as described in this Section of the Policy on Policies.

**ADOPTION OF AMENDMENTS TO EXISTING POLICIES.**

**Proposal of Amendments to Existing Policies.** Any member of the Lake Champlain Access Television Board of Directors may, at any meeting of the LCATV Board, propose such policy amendment or amendments as he/she feels is warranted. The Executive Director of LCATV may also propose new amendments under these same conditions. In either case, the Board may then take any of, but is not limited to, the following actions:

- 1) Warn a Public Hearing for the adoption of the policy, in accordance with ARTICLE I, Section 2 of the Policy on Policies.
- 2) Instruct the Executive Director to undertake whatever research, review, or rewriting of the policy the Board deems necessary and proceed according to step one of this process.
- 3) Move that no action be taken, in effect nullifying the proposed policy.

Any member of Lake Champlain Access Television may also petition the LCATV Board to take action on a proposed amendment. In the case of individual petitions to the LCATV Board, the Board may, at that same meeting, move that no action be taken on the proposed amendment, in effect killing the proposal. In the event that ten (10) or more members of Lake Champlain Access Television submit, in writing, a petition to the LCATV Board requesting the adoption of a proposed amendment, the LCATV Board shall be required to warn and hold a Public Hearing on the proposed amendment in accordance with Article II, Section 2 of the Policy on Policies.

**Adoption of Amendment to Existing Policies.** All proposed amendments shall first be reviewed by the Lake Champlain Access Television Board of Directors. After review, the LCATV Board shall warn a Public Hearing to accept input from its members on the proposed amendment. The Board may then formally act on the amendment by a majority vote of the Board members in attendance, provided a quorum exists.

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## **POLICY #2: USE OF FIELD PRODUCTION EQUIPMENT**

(Revisions Adopted: February 23, 2009.)

(Original Policy: April 12, 1995.)

Lake Champlain Access Television's field production equipment is available free-of-charge to any group or individual who lives, works or attends school in our service territory and wishes to use the equipment expressly for the purpose of producing content for LCATV to air.

### **SIGNING OUT EQUIPMENT.**

**Priorities for Equipment Use.** Lake Champlain Access Television has priority over all others to reserve the equipment in order to fulfill its obligations as an Access Center. Their obligations include, but are not limited to, training volunteers, producing the member municipalities' monthly entitlements and producing special events. Under the following conditions LCATV may preempt other equipment reservations:

- i.** The producer being preempted is provided at least 48 hours notice.
- ii.** The production being preempted is not a one-time-only event.
- iii.** The production can be rescheduled at a time convenient for all involved with the program within one week or prior to the first scheduled airing, whichever comes first.

After LCATV reserves the equipment for its needs, all trained volunteers will then have equal access to the equipment on a first come, first served basis.

**Equipment Sign-Out.** The sign-out of equipment may be denied under any of the following conditions:

- i.** The Equipment Sign-Out Form is not complete.
- ii.** The equipment being requested is already reserved.
- iii.** The volunteer has not yet completed training on the equipment.
- iv.** The volunteer's access privileges have been revoked or are under suspension.

### **CARING FOR EQUIPMENT.**

**Care of Equipment.** All producers must take appropriate steps to ensure that the equipment is not damaged, lost, or stolen while in their possession. Failure to comply in letter or in spirit with the equipment care guideline set forth in the LCATV Procedures may result in charges of neglect and/or abuse, as outlined in Section B of this Article.

**Neglect and Abuse of Equipment.** All individuals who sign equipment out are responsible for the safekeeping of that equipment until it has been checked back in by the LCATV staff. The following are situations in which an individual may be charged with neglect (defined as a situation in which damage to or theft or loss of equipment occurred or could have occurred as a result of a producer's error in judgment) or abuse (defined as a situation in which damage to or theft or loss of equipment occurred or could have occurred as a result of a producer's conscious action or failure to take action):

**i. Damage to Equipment:** If the guidelines outlined in the LCATV Procedures have not been followed.

**ii. Loss of Equipment:** In all circumstances.

**iii. Theft or Vandalism of Equipment:** In all circumstances.

The penalties for neglect, theft and abuse/vandalism are as follow:

**1st Offense-** One year suspension of access privileges.

**2nd Offense-** Permanent revocation of access privileges.

**Additional Penalties-** Any individual guilty of abuse, theft or vandalism will be required to pay all expenses for repair or replacement of that equipment, including but not limited to parts, labor, shipping and legal fees. In instances of theft and vandalism, notification of local authorities shall occur.

**Clean Slate-** The first violation of this policy will be removed from the record five years after the date of the offense. Reinstatement of access privileges following a second violation is possible after five years, subject to review. If user is found guilty of theft and/or vandalism of equipment, a permanent revocation of access privileges shall result.

**RETURNING EQUIPMENT.** The equipment must be returned by the time stated on the Equipment Sign-Out Form or otherwise arranged with the LCATV Staff. If the producer has not returned the equipment within 30 minutes of the stated time and has not contacted the staff with the reason for the tardiness, then the producer shall be in violation of this policy and subject to the following penalty procedure:

**1.** Verbal or email warning of the violation with 24 hours to return the equipment.

**2.** Written warning of the violation, 1-month suspension of access privileges and 24 hours to return the equipment.

**3.** Written warning of the violation, 1-year suspension of access privileges and 24 hours to return the equipment.

**4.** Written warning of the violation, permanent revocation of access privileges and notification of theft of equipment to local authorities.

**Clean Slate-** Reinstatement of access privileges after revocation is subject to case review and approval by the LCATV Staff and/or Board of Directors.

**USE OF EQUIPMENT BY MINORS BETWEEN THE AGES OF 14 AND 17.** Minors between the ages of 14 and 17 must have their legal guardian(s) complete and sign a Minor Equipment Sign-Out Form each time the equipment is used. Provided the minor has undergone an amount of training deemed sufficient by LCATV Staff, a standing approval may be issued if permission is obtained from the minor's legal guardian(s) and staff. This approval will be subject to all conditions agreed upon by the legal guardian(s) and staff. Additional approval will be necessary for all uses not covered in the standing approval. Once standing approval is issued, the minor may use the standard Equipment Sign-Out Form for subsequent sign-outs and use the equipment in accordance with standard LCATV policies and procedures.

**USE OF EQUIPMENT BY MINORS UNDER THE AGE OF 14.** Minors who have not yet reached the age of 14 must obtain the permission of their legal guardian(s) as outlined in Article IV of this Policy. Minors in this category are also eligible for standing approvals as outlined in this Policy. Additionally, all

minors in this category must have, at all times during production, the immediate supervision of an adult who has completed LCATV training or by an adult who has the assistance of a qualified producer. Adult supervision of a minor who is performing/producing a shoot does not represent supervision by LCATV staff and liability for such adult supervision is the sole responsibility of the supervisor.

Once the Minor Equipment Sign-Out Form has been completed and supervision has been arranged, the minor may sign the equipment in and out in accordance with this policy.

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### **POLICY #3: ELECTION PROGRAMMING**

**(Revisions Adopted: March 30, 2009.)**

**(Original Policy: April 12, 1995.)**

*LCATV Policy #3: Election Coverage* applies only to programming airing on LCATV's educational and governmental access channel(s). Recognizing that the content of public access television is protected under the First Amendment of the U.S. Constitution, the guidelines set forth in this policy will not apply to programming airing on LCATV's public access channel(s). However, all programming airing on all LCATV channels is still subject to the restrictions contained within *LCATV Policy #10: Program Content*.

**PUBLICIZE GUIDELINES.** During election season and upon request, election guidelines will be made available, in written and/or electronic form, to the public and LCATV producers. These guidelines are applicable to candidate and ballot items during election season. Election season officially begins on the date of the final petition deadline for general and special elections and Town Meeting elections and ends upon the closing of polling places on the day of voting.

#### **PROHIBITIONS ON USE.**

**i.** Once election season begins, no candidate will appear on LCATV unless they appear in the context of a sanctioned election forum or announcement, with the following exceptions:

**a.** Candidates and incumbents may appear as part of council/board meetings and/or events which are routinely aired by LCATV as part of its municipal coverage, and- in the case of national or statewide- officials, within the context of their national or statewide duties.

**b.** Candidates may produce a general information public access program, provided that this program complies with these prohibitions.

**ii.** No program may contain any advertisement on behalf of or opposing a particular political candidate or candidates or ballot items.

**LCATV FORUMS.** LCATV may organize live election forums on LCATV. The guidelines for this coverage are as follows:

**i. Notice.** The forum will be organized with as much lead time as possible, but will give a minimum of one week notice to candidates.

**ii. Moderators.** The campaign event will be conducted in a format and with moderators appointed by the LCATV Board of Directors.

**iii. Format.** The forum will be conducted so that each candidate is given equal time and this will be reflected in the format of the event.

**PRE-PRODUCED PROGRAMS.** Pre-produced programs submitted on behalf of a candidate will not be accepted for cablecasting on LCATV. This prohibition extends to citizens or volunteers who produce a regular program on LCATV and are running for public office. Their regular schedule will resume after election season is completed.

**TERMINATION OF CANDIDATE COVERAGE.** Candidate coverage will cease to be carried on LCATV twenty-four hours prior to the opening of the polling place.

**PENALTIES.**

i. If a candidate or sponsor of a ballot item believes that the LCATV guidelines have been violated, they will contact the LCATV staff and proceed in the manner outlined within LCATV's policy on complaints and the related procedures. If the dispute falls outside of the guidelines detailed in this policy or the complain policy, the LCATV Board of Directors will consider the matter at the first Board meeting scheduled to occur after election season is completed.

ii. To the extent that the LCATV staff is aware that the guidelines have been violated by a current producer, the staff is authorized and obligated to discontinue airing the program without notice.

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**POLICY #4: LCATV PROGRAM PRIORITIES**

**(Revisions Adopted: April 20, 2009.)**

**(Original Policy: April 12, 1995.)**

As a local subscriber-supported access television facility, LCATV's first priority is member-produced content. The LCATV Board of Directors recognizes, however, that many access television programs have local interest outside of the region in which they are produced. LCATV accommodates this non-locally produced programming in accordance with the following guidelines.

**PUBLIC ACCESS TELEVISION PROGRAM PRIORITIES.**

1) Programs produced by LCATV members using LCATV equipment and facilities or their own equipment.

2) Non-locally produced programs sponsored by a LCATV member.

**EDUCATIONAL ACCESS TELEVISION PROGRAM PRIORITIES.**

1) Gavel-to-gavel coverage of school board meetings and community forums on school district issues.

2) Programs related to educational issues produced by LCATV or by school administrators, teachers, school board members and/or students who have are LCATV members.

3) Election coverage of school board candidates, school budgets, and special bond issues.

4) Programs produced by LCATV members from other educational institutions (i.e. colleges and universities, Adult Basic Education, pre-school) or by members interested in producing educational programming.

5) Non-locally produced programming related to educational issues sponsored by a LCATV member.

6) Citizen response programs.

**GOVERNMENTAL ACCESS TELEVISION PROGRAM PRIORITIES.**

1) Gavel-to-gavel coverage of municipal meetings from LCATV's service territory.

2) Special programs or current events, especially pertaining to the electoral process and public policy issue (i.e. town meeting coverage, election results, candidate forums).

3) Programs regarding municipal services (i.e. municipal department updates, profiles of the legislative process, reports from elected or appointed public officials).

4) Local, state or regional government meetings of local interest.

5) Programming obtained from outside sources pertinent to local government issues and citizen interest.

6) Citizen response programs.

7) Productions with a cultural or social element.

**ONLINE PROGRAM PRIORITIES.**

- 1) LCATV-produced programming, in perpetuity if archival space allows.
- 2) LCATV member-produced programming, for a length of time to be at the discretion of the LCATV staff and based upon archival space, available staff maintenance time, frequency and currency the program's production and other labor and technological considerations.

**LOCAL SPONSOR.** All programs produced by individuals who do not live, work, or attend school in LCATV's member communities must have a local sponsor who is a LCATV member and who has indicated his/her desire to have the program cablecast on LCATV by completing and signing Part V of LCATV's *Request to Cablecast*. A local sponsor may sponsor an individual program or a program series. The local sponsor's identity will be considered public information and the name of the local sponsor shall be included in the end titles of the program as part of LCATV's Disclaimer. Upon receipt of a non-locally produced program, the LCATV staff will send a written copy of this policy and the Request to Cablecast Form to the producer. The producer must complete the form and obtain the signature of the local sponsor. Non-locally produced programming will not be included for viewing on www.lcatv.org or any other LCATV website. However, LCATV will include information about where to view said programs online, if available, in those programs' online profiles on LCATV's website(s).

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**POLICY #5: LCATV DISCLAIMER**

**(Revisions Adopted: April 20, 2009.)**  
**(Original policy: April 12, 1995.)**

Lake Champlain Access Television firmly believes in the First Amendment rights of its members and their right to utilize LCATV's resources to produce and air access television programming. Subject to its policies on program content, LCATV exercises no editorial control over the content of these programs. Accordingly, all programs produced for cablecast on LCATV will include the following disclaimer at the end of the program.

**DISCLAIMER:**

The images, statements and/or opinions expressed in this program are those of the producer(s) and are not necessarily those of LCATV, its employees or affiliates.

Lake Champlain Access Television will take no action regarding program content provided that producers abide by LCATV program content policy.

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**POLICY #6: SPONSORSHIP, ADVERTISING AND PAID SERVICES**

**(Revisions Adopted: May 11, 2009.)**  
**(Original policy: May 25, 1996.)**

While Federal law prohibits the type of commercial advertising typically found on network and cable television from being included on community access television, individual access boards of directors are left to determine how strict their facility's policy will be. LCATV's Board of Directors has adopted the following policy regarding milder forms of advertising (sponsorships, grants, individual identification tags, etc.) for non-LCATV created programming. Payola as defined by federal law is prohibited by LCATV.

**PROGRAM SPONSORSHIP.** Individual and organizational producers may solicit sponsorship support

for their production costs in the form of materials, services and/or cash donations. Producers may solicit one or more private businesses for materials and services donations and these businesses may be credited for their support within the program. No individual or organization may receive financial compensation for production using LCATV equipment and resources.

**ADVERTISING.** LCATV allows advertising of products and services offered by not-for-profit organizations but prohibits traditional advertising by for-profit businesses. Programs which report on the development or expansion of new or existing for-profit businesses or which provide an overview of the nature or operations of a particular for-profit business shall not be restricted on LCATV, provided that the program does not promote the purchase of products or services and does not promote any sales event(s).

**PAID SERVICES.** Content produced by LCATV will be made available for purchase with proceeds benefitting LCATV. Content produced by LCATV members will only be made available for purchase if permission is so granted on the Request to Cablecast. LCATV grants the organizational resale of LCATV-produced programming with proceeds benefitting that organization provided that LCATV first airs the content and that initial duplication charges apply, with those proceeds benefitting LCATV.

**POLICY #7: PROGRAM SCHEDULING**

**(Revisions Adopted: October 28, 2009.)**

**(Original policy: May 25, 1996.)**

In order to ensure that all eligible producers have equal access to LCATV airtime, the LCATV Board of Directors has established the following guidelines to address program scheduling.

***PUBLIC ACCESS***

<b>Program Type</b>	<b>Production Frequency</b>	<b>Airing Frequency<sup>1</sup></b>	<b>Regularity of Airings</b>	<b>Air Times<sup>2</sup></b>
Regular Series	monthly/ bimonthly/ weekly/	at least 3 per week	consistent weekly air times	at least one airing between 6 p.m. and 10 p.m.
One Time/Sporadic	once/ quarterly or less frequently	at least 4 within one month of the receipt of program	subject to schedule availability	at least two airings between 7 p.m. and 10 p.m.

***EDUCATIONAL/GOVERNMENTAL ACCESS***

<b>Program Type</b>	<b>Production Frequency</b>	<b>Airing Frequency<sup>1</sup></b>	<b>Regularity of Airings</b>	<b>Air Times<sup>2</sup></b>
Regular Program	monthly/ bimonthly/ weekly/	at least 3 per week	consistent weekly air times	at least one airing between 5 p.m. and 10 p.m.
Meeting Coverage	bimonthly/ weekly/	at least 3 within 14 days of the meeting's taping	consistent air times weekly, biweekly, or monthly	at least two airings between 7 p.m. and 11 p.m.
One Time/Sporadic	once/ quarterly or less frequently	at least 3 within one month of the receipt of program	subject to schedule availability	at least two airings between 5 p.m. and 10 p.m.

<sup>1</sup>A live program's first, live airing will be counted toward the total minimum number of airings, regardless of production frequency.

<sup>2</sup>All programs produced on at least a monthly basis will be scheduled for a regular weekly time slots. This schedule is subject to review and rotation on a quarterly basis (January 1, April 1, July 1, October 1). The Executive Director may, at his or her discretion, determine appropriate airdates for individual programs. All programs will receive at least one airing between the hours of 6 p.m. and 10 p.m., unless the content of the program dictates otherwise (refer to policies on program content).

**COMPLETION DEADLINE.** Monthly, biweekly, and weekly programs are due, with post-production completed, at least 48 hours before the first scheduled cablecast. One-time events and sporadic productions, whether live or prerecorded, will not be scheduled until all post-production work has been completed. Air dates for these programs are subject to schedule availability. Prerecorded programs produced two or more times per week must be received at least 8 hours prior to scheduled cablecast. Live programs in this category are exempt.

**SERIES PROGRAMS.** Any series program which is not submitted in accordance with this policy for three consecutive episodes or a total of five episodes will forfeit its airings and will not be reinstated until the beginning of the next quarterly rotation period and until new programs are submitted. Producers who are aware of planned absences, such as vacations, will be afforded the opportunity to either a) miss two installments of their series entirely, or b) provide up to four repeats to be shown in place of a new program. Absences beyond this limit will count as a failure to submit the program.

**MULTIPLE SERIES PROGRAMS.** Any member may produce or sponsor up to three (3) series programs simultaneously. However, no individual may sponsor more than two non-locally produced series programs. Sponsorship or production shall in no way prohibit the member from producing occasional special events.

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## **POLICY #8: USE OF FACILITIES**

**(Revisions Adopted: October 28, 2009**

**(Original policies: February 15, 1996, and June 19, 1997.)**

LCATV's facilities offer three basic services for producers: 1) Studio production for live or prerecorded programming, 2) Editing suites for post-production work on programming and 3) Duplication equipments for the copying of media. As is true with the use of LCATV's field production equipment, reservation's for LCATV's facilities are available on a first-come, first-served basis. Please refer to LCATV Procedures for reservation information.

### **STUDIO FACILITIES.**

**Usage.** Producers are solely responsible for their studio production's preparation, execution and restoration. Within reason, producers may control access to studio, post-production and dubbing facilities until their production is completed. Conflicts will be resolved by LCATV staff with impunity. LCATV is not responsible for maintenance, storage or for set-up/strike of props/sets not owned by LCATV or damage thereof. LCATV may provide storage space for regular studio productions' sets/props provided that space is available and with the understanding that items must be removed upon notice from LCATV staff.

**Live Shows Involving Minors.** Minors may produce live studio programming using LCATV facilities provided that they have completed Access Orientation training and that they are supervised by an adult.

Any adult who produces a live studio programming for LCATV in which a minor is scheduled to appear must have prior written permission from the minor's parent(s)/legal guardian(s) in the form of LCATV's Talent Release Form.

### **EDITING FACILITIES.**

**Usage.** Volunteers who are producing programming for cablecast on LCATV shall have first priority with regards to the usage of LCATV's editing facilities. Further priorities for use of LCATV's editing facilities shall correspond to LCATV Policy #7: Program Priorities. No individual will be allowed to use LCATV's editing facilities if he/she is either 1) being paid for his/her labor by a for-profit business or 2) producing a program that will not be cablecast on LCATV.

### **DUBBING FACILITIES.**

**Usage.** The use of LCATV's dubbing facilities is open to all members who have been trained by the LCATV staff on proper usage. Individuals must then reserve a time to perform their dubbing. Content being dubbed must not necessarily air on LCATV but priority for usage will be given to aired content.

**Duplication Restrictions.** Programming not produced by LCATV may not be duplicated unless the producer has granted such permission in the Request to Cablecast for their program. Viewers requesting a dub of programming produced by another PEG access facility should be directed to that facility.

### **VERMONT MEDIA EXCHANGE FACILITIES.**

**Usage.** The use of LCATV's Vermont Media Exchange (VMX) computers and peripheral equipment is limited solely to LCATV staff.

**Uploading Content.** LCATV will provide member producers with the ability to share their programming via the statewide VMX network provided that at least one other Access Management Organization has requested said programming. Producers should be made aware that various AMOs may have policies different from LCATV's and that the uploading of a program does not guarantee its airing. Producers should contact individual AMOs for their specific procedures.

**Downloading Content.** Regular series programming will be downloaded from the VMX for air only after the producer has completed and supplied the Request to Cablecast form and made arrangements with LCATV staff to begin capturing content from the system. At the discretion of the LCATV staff, special programming produced by other AMOs and non-profit organization may be downloaded and aired if deemed to possess local interest.

### **COMMUNITY BULLETIN BOARD**

**Program Schedule.** LCATV staff and volunteers will provide regular updates of the LCATV program schedules so that programming information is available 1-4 days in advance of its airdate. All listings on this part of the Bulletin Board are subject to the completion of programming as per LCATV Policy #7: Program Scheduling.

**Program Promotions.** LCATV staff and volunteers assume responsibility for the promotion of LCATV-produced programming. Promotion for member-produced or -sponsored programming is the responsibility of the member producers/sponsors. LCATV staff will provide the necessary training for this promotion.

**Community Notices.** Any organization or individual submitting notices to LCATV should allow for a maximum of one week for the notice to be placed on the Community Bulletin Board and should deliver notices to LCATV at least two weeks before the date of the event to insure timely posting. Notices received with less than one week notice will be posted subject to available staff and volunteer time. Notices will be removed upon the completion of the event, etc.

**Advertising.** All notices sent to LCATV should comply with LCATV policies on advertising and fundraising. Any event that requires fee for participation must comply with one of the following conditions: 1) The event is hosted or sponsored by a not-for-profit organization, or 2) the event is hosted by a for-profit organization with all proceeds going to benefit a not-for-profit organization.

**Maximum Size.** No notice may require the use of more than two pages of the Community Bulletin Board and no single organization may use more than three pages of the Community Bulletin Board at one time. LCATV reserves the right to edit, as necessary, all notices received for posting. All volunteer work on the Community Bulletin Board shall be reviewed by staff to ensure compliance with this policy.

**USE OF FACILITIES DURING BUSINESS OR NON-BUSINESS HOURS.**

Use of the facility shall always require supervision of a LCATV staff member.

**LCATV SERVICES PRICING.**

A list of goods and services (including dubbing and new blank media) provided by LCATV and their fees shall be displayed within the LCATV offices for public reference. The Executive Director shall review these fees from time to time and make appropriate revisions to the list. An invoice shall be completed for each transaction, one copy of which will go to the purchaser and one copy of which shall be kept on file at LCATV or with an appointed financial agent (i.e. accountant).

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**POLICY #9: USE OF MINORS IN LCATV PROGRAMS**

(Revisions Adopted: October 28, 2009.)

(Original policy: June 19, 1997.)

**STATEMENT OF PURPOSE.** The LCATV Board of Directors has drafted this policy in order to make LCATV producers aware of some of the concerns regarding the appearance of minors on access programs. There are at least three issues to be aware of when producing which includes minors: 1) In many cases, minors cannot be held liable for the content of their speech, leaving that burden on either their parents or the producer; 2) Minors with disabilities may not have their disabilities presented inappropriately; 3) Minors involved in situations containing abuse, custody issues, etc. may not benefit from such exposure.

**LIABILITY.** Although the Board wishes to make producers aware of these issues, the content of access television programming is ultimately the responsibility of the producer. Therefore, while LCATV strongly recommends the use of a Talent Release Form (see below), that decision lies with the producer as does any and all liability.

**RELEASE FORM.** To facilitate the process of obtaining the permission of a minor's parent(s) or legal guardian(s), LCATV will provide a Talent Release Form. This form may be used for any individual appearing in program content and is specifically required for minors. Producers may also choose to create their own form and/or obtain on-camera releases. This Talent Release Form is not mandated by the Board but provided as a guide for producers.

**SCHOOLS.** In order to facilitate and encourage Educational Access productions within the school systems of LCATV's service territories, LCATV staff will work with the school administration to ensure that LCATV's work with students includes appropriate release documents, whether provided by LCATV or by the school. In addition, LCATV strongly advises independent producers to consult with school administration if using students as on-camera talent.

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## **POLICY #10: PROGRAM CONTENT**

**(Revisions Adopted: October 28, 2009.)**

**(Original policy: May 25, 1996.)**

**STATEMENT OF PURPOSE.** Community access television is, by law, protected under the First Amendment of the U.S. Constitution. Federal statute sets a very limited number of restrictions on the use of community access television. The policy of the Lake Champlain Access Television complies with these laws and ensures the preservation of Free Speech. It is also policy that individual producers are responsible for the content of their programs. Subject to the guidelines of this policy, LCATV will exercise no editorial control over the content of member produced or sponsored programming.

**PROHIBITIONS.** In accordance with Federal law, the following are prohibited from being shown in any program produced for LCATV:

**Obscene material.** The Supreme Court states that obscene material must be defined by "contemporary community standards." While contemporary community standards are difficult to quantify, it is generally taken by the courts to mean an objective test applied by an average member of the community, which is seen as a national standard rather than that of a particular community. All producers will be obligated to decide if the content of their program is obscene as defined by this standard. Producers are advised to apply the three part Millar test in coming to their decision (see LCATV Procedures for details). The producer will accept full liability for this decision.

**RESTRICTIONS.** As either permitted or required by law, the LCATV Board of Directors has set forth the following restrictions on the content of LCATV programming:

**Use of Copyrighted Material.** Producers using copyrighted material of any kind must obtain the permission of the copyright holder for that usage and must acknowledge the fact that they have obtained said permission within their programming.

**Indecent or Profane Material.** While indecency and profanity remains constitutionally protected content, Congress has given the Federal Communications Commission (FCC) the responsibility for administratively enforcing the law that governs these types of broadcasts. It is a violation of federal law to broadcast indecent or profane programming during certain hours. As with obscene material, indecency and profanity is defined by "contemporary community standards." It shall remain the judgment of the producer as to whether his/her programming is indecent or profane by this standard (see LCATV Procedures). If the producer decides that this is the case, the hours during which the program will run will be limited by LCATV policy to between 1 am and 6 am. This restriction shall not affect the number of repeats of any program.

**Programming Produced by Minors.** As minors cannot be held legally liable for the content of their programs, all minors who wish to cablecast programs on LCATV must first obtain the permission of at least one parent or guardian. This parent/guardian must declare by signature of the Request to Cablecast form that they have reviewed the content of the program and that they will be held responsible and liable for the content of the minor's program.

**Advertising.** Producers with questions concerning advertising and the content of their program should refer to LCATV Policy #6: Sponsorship, Advertising and Paid Services. Producers must be in compliance with this policy.

**Raffles/Lotteries/Gambling/Games of Chance.** Federal law prohibits access centers from

carrying any program that includes the promotion of or information about any exercise of gambling. This includes announcements on the LCATV Community Bulletin Board. This restriction applies to specific events and does not restrict a producer from submitting, for example, a video of a general discussion regarding the pros and cons of gambling.

**VIEWER ADVISORY.** It is possible for programs to contain adult material (nudity, obscenity, violence, etc.) without being either obscene or indecent. It is the policy of LCATV that viewers should be advised of this type of content. All producers must attest as to whether their program(s) contain any of the following: nudity, obscenity, profanity, violence, adult language, adult content, illegal activity. LCATV will make available a Viewer Advisory for every combination of the above. Producers must identify any of these items and the appropriate advisory will be placed at the beginning of the program. Unless the producer has indicated that the program is indecent, said advisory shall not affect either the hours during which the program is cablecast nor the number of repeats of the program.

#### **DETERMINING VIOLATIONS AND PENALTIES.**

**Copyright Infringement/Obscene Material/Indecent or Profane Material.** Federal, state and local laws define these violations. LCATV has no authority to enforce these ordinances or even to determine whether or not a violation has occurred. Therefore, LCATV will take no action regarding alleged violations in these areas until a court of law has made a determination of guilt or innocence. In the event of a determination of guilt, LCATV will take action as outlined in Penalties for Violation (see below).

**Raffles/Lotteries/Gambling/Games of Chance/Advertising/Programming by Minors.** These are not criminal violations and therefore do not depend upon court action. LCATV will, upon receiving an allegation of violation of one of these restrictions, arrange for a viewing of the tape and a hearing by the Board at the Board's next regularly scheduled meeting. The producer of the program will be notified of this hearing. If the Board determines that there is a violation, action will be taken as outlined below.

**Penalties for Violations.** In the event that a producer is determined to have violated/violates any of the above prohibitions or restrictions, the program will immediately be removed from the program schedule. Additionally, the producer of the program shall be penalized as follows:

**First Offense:** A one-month suspension of all access privileges.

**Second Offense:** A one-year suspension of all access privileges.

**Third Offense:** Permanent revocation of all access privileges.

Once a producer's access privileges have been reinstated, the producer may re-edit the program to remove the portion that violated this policy. He/she may then resubmit the content and it will run the remainder of its cycle.

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### **POLICY #11: FINANCIAL MANAGEMENT**

**(Revisions Adopted: October 28, 2009.)**

**(Original policies: October 16, 1997, and June 9, 1999.)**

**WEEKLY EXPEDITURES.** The Executive Director will report operating and capital billing information to an authorized financial representative (accountant, bookkeeper, etc.) on a weekly basis. This information will include hours worked for non-salaried Staff and Field Producers, changes in salaried staff compensation, raises in pay rates, and any other information necessary for the drafting of checks. Non-salaried LCATV staff members are required to complete weekly labour reports which include the dates, times, and duration of their work and which are to be filed at LCATV and with the financial representative. The Executive Director is responsible for the distribution of weekly checks to the appropriate Staff or vendors and is authorized to sign checks not exceeding \$2,500.00 and drafted on LCATV primary checking account. Checks greater than \$2,500.00 must be forwarded to an authorized Board member for signing.

**BUDGETED EXPEDITURES.** LCATV's fiscal year shall begin on January 1 and end on December 31. The Executive Director will draft Operating and Capital Budgets each year and present them to the Board of Directors in a timely manner. The expenditures within the budget are to be considered approved at this time and invoices for these expenditures shall not require monthly Board approval.

**NON-BUDGETED EXPENDITURES EXCEEDING \$500.00.** For non-budgeted expenditures over \$500.00, the Executive Director must obtain bids, estimates or purchase prices and present these figures to the Board of Directors for review and possible approval. The Board will set a maximum spending amount for the expenditure and, once payment is made it is the responsibility of the check signer to insure the payment amount does not exceed that which was previously presented to the Board for approval. If not acceptable for payment, it will be returned to the Executive Director for correction and/or Board review, approval or other consideration.

**PETTY CASH AND SALES CHANGE.** A petty cash fund and a sales change fund are to be maintained at the LCATV offices and to be used by Staff for daily operating and emergency expenses and to provide change for cash purchases. The balance of these funds will be periodically reviewed and determined by the Board of Directors and will not exceed their recommendation. Petty cash receipts are to be submitted with an expense record to an authorized financial representative at the end of each month and a check will then be drafted to replenish the fund. The check is forwarded to an authorized signer for signature.

**AUTHORIZED FINANCIAL REPRESENTAIVE.** LCATV may contract one or more firms or individuals to provide bookkeeping, accounting and tax preparation services on an ongoing basis. This representative shall provide LCATV balance sheet and financial statement prior to the scheduled meeting of the Board of Directors. Any financial problems or concerns are to be reported in writing to the Treasurer with a copy to the entire Board and Executive Director

**PRE-APPROVED EXPENDITURES.**

**Contracted Services.** The Executive Director shall ensure that monthly payment for all contracted services (i.e.: rent, channel operations, utilities, etc.) are made in a prompt manner, provided that a billing statement has been received by the Treasurer or his/her designee.

**Budgeted Line Items.** The Treasurer and Executive Director may disperse as needed the funds of the corporation to cover any and all costs approved in the current fiscal year's Operating and/or Capital Budget, provided that no individual line item may exceed its preapproved, budgeted amount without prior consent of the Board. The Treasurer and Executive Director are expected to monitor the records and to advise the Board in advance of any anticipated problems.

**Bid Packages.** The Treasurer and Executive Director may pay in full the total cost of any bid package, even if individual line items in the package are higher than budgeted, provided that the sum of the entire bid package is equal to or less than the budgeted amount. If the package as a whole is higher than budgeted, the Treasurer and Executive Director may only purchase those items which have been bid on at equal to or less than the amount budgeted or seek new board approval for the additional amount.

**PAYMENTS REQUIRING AUTHORIZATION.**

**Executive Committee.** In an urgent or emergency situation, the Executive Committee of the Board may act on the Board's behalf to authorize the Treasurer to make payment(s) as necessary. A report of any such expenditure of funds shall be made to the Board at their next regularly scheduled meeting.

**President of the Board.** The President of the Board may act on behalf of the Treasurer in any situation where the Treasurer is unable to perform his/her duties. The President shall, like the Treasurer, be bound by the stipulation outlined in this policy.

**MINIMUM SAFE RESERVE AND FUND BALANCE.** The Board shall maintain in LCATV various accounts a minimum safe reserve of funds equal to 50% of an average of the company's previous three years of operating funding. Reserve funds or a fund balance beyond this amount may be maintained provided that LCATV has a fund plan for the reserve/balance and that the entirety of company assets is divided among financial institutions so that no one institution contains an amount greater than the federally insured maximum. Amounts not immediately required for operations expenditures or capital purchases should be held in interest-bearing accounts until such time as they are needed as deemed most beneficial by the LCATV Board.

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## **POLICY #12: HUMAN RESOURCES**

**(Revisions Adopted: June 29, 2011.)**

**(Original Policy: October 28, 2009.)**

Lake Champlain Access Television is an Equal Opportunity Employer (EOE). Qualified applicants are considered for employment without regard to age, race, color, religion, sex, national origin, sexual orientation, disability, or veteran status. LCATV prohibits any conduct which discriminates based upon the aforementioned criteria.

### **DEFINITIONS**

LCATV shall consider fulltime staff any employees typically working 37.5 hours or more per week. Part-time staff shall be considered any employee typically working 37.4 or fewer hours a week.

### **EMPLOYMENT AGREEMENTS**

Fulltime and part-time employees may enter into a contract or other type of employment with LCATV. The individual terms of these agreements (duration, compensation, etc.) are to be determined by the Board of Directors, the employee and LCATV policy. Contracted employees will have the opportunity to review the terms of their agreement with the Board of Directors prior to the expiration of their current contract and signing of a new contract. Non-contracted employees will have the opportunity to review the terms of their employment on an annual basis with their supervising LCATV Staff member and/or the Board of Directors to determine what changes may be made. In the event that an employee's job description and/or duties are altered within the duration of an agreement, the terms of that agreement will be revisited and possibly revised by the employee and Board of Directors based upon those changes in duty.

### **COMPENSATION**

LCATV employees may be compensated hourly or by annual salary, depending upon the contract or employment agreement determined by the Board of Directors and the employee. Annual compensation for fulltime and part-time LCATV staff will be determined by a combination of the federal Cost-of-Living Adjustment, pay equity based upon current pay rates in the career field, and, in the case of compensation increases, merit and performance. Compensation for the Executive Director shall be determined by the Board of Directors while compensation for other employees shall be determined by the Board based upon recommendations from the Executive Director. Salaried employees working a greater number of hours per week than their contract or employment agreement specifies shall be entitled to an equal amount of time off within 30 days of the end of that work week. Employees paid at an hourly rate shall be paid one and a half times their regular hourly rate of pay for any hours per week worked that is greater than their contract or employment agreement specifies.

## **PERFORMANCE REVIEWS**

Each LCATV employee will be subject to an annual performance review based upon the criteria outlined in their position's job description. Field Producer reviews shall be conducted by the Production Manager, all other staff performance reviews shall be conducted by the Executive Director and the Executive Director's review shall be conducted by the Board of Directors. Performance reviews may consist of numerical ratings, written narratives, oral reviews or a combination thereof.

## **BENEFITS**

**Insurance.** LCATV shall provide medical and dental insurance coverage to for all fulltime employees at the company's expense for the duration of their employment contract/agreement. Part-time employees other than Field Producers shall have the option of contributing fifty percent (50%) of the monthly insurance premium in the form of a payroll deduction with the company providing the other fifty percent (50%). Field Producers shall not be eligible for insurance benefits.

**Pension.** Any retirement or pension plan established through the decision of the Board of Directors shall be made available for participation to all eligible LCATV employees. Non-participating eligible employees shall be presented annually with the opportunity to enroll in the plan. Eligibility will be dependent upon the nature of the program.

**Worker's Compensation.** Fulltime and part-time employees are protected under LCATV's worker's compensation insurance coverage for injury or illness suffered by performing LCATV work duties on- or off-site. All accidents or injuries must be reported to the Executive Director immediately after the incident.

**Mileage Reimbursement.** The Executive Director and any other LCATV staff members designated by the Board of Directors are to be reimbursed monthly for mileage at a rate based upon that of the current rate for federal government employees. The staff members receiving this reimbursement are required to submit a monthly mileage report to an authorized financial representative and a check is drafted and forwarded to an authorized signer for signature.

## **LEAVE**

**Fulltime Staff.** All fulltime staff members of LCATV will receive a minimum of ten (10) days of vacation per contract year or year of hire with full pay. Vacation pay is to be based upon the employee's regular salary if under contract, or an average of the employee's weekly wage. Unused days of vacation may not be carried over from one 12 month period to another. After three years of service to LCATV, a fulltime employee's amount of paid vacation time shall be increased to fifteen (15) days. After six years of service to LCATV, a fulltime employee's amount of paid vacation time shall be increased to twenty (20) days.

In addition, fulltime employees may take sick and personal days with full pay based upon regular salary or hourly wage. The amount of sick and personal days granted will be negotiated in individual contracts or employment agreements, though all fulltime employees will have a minimum of two (2) sick days and one (1) personal day. At the discretion of the Executive Director, more sick and/or personal time may be granted beyond that set forth by the employee's contract. Sick and personal leave benefits are not convertible into, and cannot be taken in cash compensation in lieu of such pay, and all of employee's rights to such benefits end and will be forfeited on termination of employment. Unused sick and personal days may not be carried over from one 12 month period to another.

**Part-time Staff.** All part-time staff members other than Field Producers will receive a minimum of five (5) days of vacation per year of hire with full pay. Vacation pay is to be based upon an average of the employee's weekly hourly wage. Unused days of vacation may not be carried over from one 12 month period to another. After one year of service to LCATV, a part-time employee's amount of paid vacation time shall be increased to ten (10) days.

In addition, part-time employees may take sick and personal days with full pay based upon hourly wage. All part-time employees will have two (2) sick days and one (1) personal day. At the discretion of the Executive Director, more sick and/or personal time may be granted. Sick and personal leave benefits are not convertible into, and cannot be taken in cash compensation in lieu of such pay, and all of employee's rights to such benefits end and will be forfeited on termination of employment. Unused sick and personal days may not be carried over from one 12 month period to another.

Due to the nature of the position, Field Producers shall not receive paid leave.

**Additional Days.** In addition to paid vacation, personal and sick leave, all staff members will also receive off the following holidays with regular paid salary or hourly wages: Christmas (2 days), New Years (2 days), President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving (2 days).

**Leave of Absence.** Fulltime employees may be granted up to 90 days of unpaid leave in cases of medical necessity, after all sick leave has been exhausted. Any employee requesting such leave shall provide written documentation from a health care provider specifying the reason for and duration of the requested leave. Prior to the resumption of work duties, the employee on leave shall provide written documentation for a health care provider certifying his/her ability to return to work. All vacation accrual shall cease during a leave of absence. Health care coverage shall continue at no additional cost to the employee on leave.

**Family Leave.** For all employees working an average of 30 or more hours per week, LCATV will adhere to the Vermont Department of Labor's guidelines regarding Parental Leave, Family Leave and Short-Term Family Leave. A copy of those guidelines shall be posted at the LCATV offices and available in printed or electronic form to all LCATV employees upon request.

## **HARASSMENT**

LCATV prohibits any workplace conduct which constitutes harassment based upon but not limited to age, race, color, religion, sex, national origin, sexual orientation and disability. This can include, but is not limited to: unwanted and/or uninvited attention; degrading or demeaning comments; unwanted, degrading jokes/pranks; cat calls/whistles; repeated requests for a date/meeting outside of the workplace after the object of these requests has declined; threats or insinuations that work duties or standing may be dependent upon the aforementioned criteria; changes in work conditions or benefits that result from considerations of the aforementioned criteria; retaliation as a result of the refusal of a sexual advance or suggestion; pressure or any kind based upon the aforementioned criteria. If an employee feels that he/she has been the victim of harassment, he/she shall immediately contact the Executive Director and/or the Board of Directors with a written and/or verbal report of the nature of the harassment. Any complaint or grievance rising from harassment will be given due process under the law.

## **CRIMINAL BACKGROUND CHECK**

**Statement of Purpose.** In order to protect the youth and citizens of LCATV's service territory, a criminal background check is mandatory for all employees providing care or services for vulnerable populations. LCATV will base employment and service decisions on all relevant information,

qualifications, and circumstances. Unfavorable background check information is not an automatic bar to service or employment, and a background check with no unfavorable information is not a guarantee of employment or service.

**Consent Form and Conditions.** A Background Check Consent Form allowing LCATV to order an individual criminal background check is required and it is the responsibility of the employee or volunteer candidate to complete said form and return it prior to assuming his/her duties. Failure to provide a background check form by the deadline may disqualify the applicant from consideration for a position. Background checks will only pertain to persons 16 years of age or older who have received a conditional offer for employment or voluntary service.

LCATV shall require that all applicants, as a consideration for employment or service, cooperate fully with background investigations. All offers of employment or service will be conditioned upon completion of the background investigation and a finding that the information provided by the applicant during the application process was accurate, complete, and truthful. The intentional provision by an applicant of false, incomplete, or misleading information during the application process will result in automatic termination of the applicant from further employment or service consideration. Employment or service conditioned on the completion of a background check will be terminated if it is determined that the applicant intentionally failed to fully disclose his or her conviction or prior employment record during the application process. When it is determined that an applicant has failed to fully disclose his or her background through misunderstanding or inadvertence, such failure will be considered a significant factor in employment or termination considerations.

**Scope of Background Check.** Background checks will be conducted under contract arrangement by a certified and independent company and shall include, but not be limited to, the following:

- Criminal Record Search for the State of Vermont
- Out-of-State Criminal Background Check
- Sex Offender Registry Check (as allowed by law)
- Child Abuse/Neglect Registry

The check also verifies social security number, name, and address information.

**Review and Appeal.** Background check procedures shall be administered by the Executive Director who shall be responsible for transmitting the forms to the reporting agency. The Executive Director, along with any ad hoc hiring or search committee and/or other LCATV staff or Board of Directors members, shall receive and review the results of the background check reports from the agency and shall determine if any individual does not meet the minimum standards using the following criteria as a guide:

Policy disqualifiers:

- All felony convictions or active cases within the past 10 (ten) years
- All sex offenses and acts of violence
- Drug or alcohol related crimes
- All crimes of moral turpitude
- Most misdemeanor convictions or active cases within the past 7 (seven) years, especially any convictions that may indicate a lack of integrity and/or character of an applicant
- Felony convictions of any nature are serious offenses and will be viewed with extreme caution. Misdemeanor convictions, particularly where remote in time, may be viewed with more leeway where the applicant's conduct since the conviction indicates rehabilitation or lack of risk to the children or participants in the program

Exceptions will be handled through appropriate channels. The Executive Director and/or committee/Board shall determine whether such information disqualifies the employee or volunteer. Among factors that may be considered in deciding whether an individual should be retained:

- The nature and character of the past conduct
- How the past conduct relates to the particular functions of the individual's job
- The length of time since the offending conduct
- Rehabilitation of the individual, if applicable
- The individual's performance record and how such conduct affects the integrity of the program

The applicant shall be given an opportunity to provide evidence of any mitigating circumstances prior to a decision being made concerning their qualifications for service. Any pending charges, felony or misdemeanor, against minors, shall render the individual ineligible unless or until such charges are subsequently dismissed or the individual is found not guilty.

The Executive Director shall notify the affected applicant that a disqualifying entry was reported on the criminal background check and determine if the applicant chooses to withdraw their name from consideration or request a review by the LCATV Board of Directors. In the event the applicant wishes to appeal the results of the record check to the Vermont Criminal Information Center or other notifying agency providing this information, the individual rights to due process of the applicant will be respected. Requested reviews shall occur at the first subsequent meeting of the Board of Directors and the affected applicant will be notified of the meeting date and time. The applicant may be represented by counsel at such meeting as the applicant chooses.

The Board of Directors will review the disqualification to determine if any exception should be granted. A full written disclosure of the criminal background history may be made to the Board as part of the review process and the applicant is encouraged to attend the meeting and provide any additional information he/she chooses. The decision by the Board shall be final and will be based on a majority vote of the members in attendance at the meeting.

**Confidentiality.** All information obtained in response to the criminal background check or disclosed in the review process shall be kept confidential and not disclosed or discussed outside of the review process. Criminal history files will be maintained separate from any file accessible to the public or unauthorized personnel. Criminal history logs, processed release forms, and criminal record information will be maintained for a minimum of three years in accord with the Vermont Criminal Information Center. In the event the applicant feels a mistake has been reported in their criminal background check, it is the applicant's responsibility to contact the reporting agency and resolve any issues. LCATV is not responsible for errors or omissions that may be reported on background checks LCATV shall maintain all authorizations and records or reports in a confidential manner.