



**Lakes Region
Public Access**
community empowered by media

**LAKES REGION
PUBLIC ACCESS TELEVISION
POLICY AND PROCEDURE MANUAL
2016-17**

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GLOSSARY OF ACRONYMS USED IN THIS MANUAL

Board of Directors (BOD)

Governing body of LRPA

Lakes Region Public Access Television (LRPA)

Provider of three (3) PEG access television channels and one (1) streaming Internet channel to subscribers in membership communities across the greater Lakes Region of NH

LRPA Affiliate Member (AM)

Individual over 18 years of age who does not live, work or study in any current LRPA community but wishes to create programming to be cablecast on LRPA

LRPA Producer

Individual over 18 years of age who lives, works or studies in any current LRPA member community and wishes to create programming to be cablecast on LRPA

LRPA Youth Producer (YP)

Individual under 18 years of age who lives or studies in any current LRPA community and wishes to create programming to be cablecast on LRPA

Public, Education and Government Television (PEG)

Local television channels available for use by the general public and administered by either the cable operator or by a third party designated by the franchising authority

Station Manager (SM)

Director of LRPA facility operations

Last Glossary update: February 2017

LRPA CODE OF CONDUCT AND DIGITAL COMMUNITY STANDARDS

At Lakes Region Public Access Television, we support the idea that community is empowered by media. LRPA's **Code of Conduct** and **Digital Community Standards** are designed to help ensure that all persons at LRPA, including staff, volunteers, board members, producers and guests, are treated with courtesy and respect. They reflect our expectation and guiding principles for appropriate behavior in our facility, at off-site locations, and in our digital media platforms. All persons in the LRPA studio facility or using LRPA equipment are expected to behave in a manner that is in no way disruptive to our operations or to the ability of others to use our facility or to obtain services.

Our staff is responsible for the productive, safe and appropriate use of the facility and equipment. Accordingly, directions and instructions from staff must be followed at all times. Failure to do so may result in immediate expulsion and/or future restriction on access to the LRPA-TV studio facility and equipment.

LRPA's Code of Conduct and Digital Community Standards apply to *all* persons who:

- Work, volunteer and/or visit, or produce content in, our studio facility at 345 Union Avenue, Laconia, NH
- Work, volunteer and/or visit LRPA at any approved off-site location
- Borrow a Field Production Kit for production use at an off-site location
- Engage in conversation on our website, social media pages, or other LRPA-sponsored digital platforms

Violation of the following code may result in immediate expulsion from, and/or future restrictions on access to, the LRPA studio facility and equipment.

LRPA CODE OF CONDUCT

The following activities and conduct are **not allowed** at the LRPA studio facility or on any LRPA shoot at an off-site location:

- Physical violence or the threat of physical violence toward any person
- Physical, verbal or sexual harassment toward any person
- Rude, discourteous or dangerous behavior that disturbs any person or disrupts business
- Damaging, defacing or destroying property
- Possession, use or sale of any illegal drugs
- Possession of any weapon, contraband or explosives
- Possession, consumption, or dispensing of alcohol
- Attempted use of the facility or equipment while under the influence of alcohol or drugs
- Nudity and/or engaging in sexual behavior
- Video, audio or photographic recording of any person without prior, informed consent
- Making false or misleading statements on LRPA documents or to LRPA staff
- Entering or attempting to enter restricted facility areas

- Smoking (including E-cigarettes) inside the facility or on the Laconia High School grounds
- Bringing persons under the age of 16 to the LRPA studio facility during production without prior consent of the SM
- Bringing non-service animals to the LRPA studio facility without prior consent of the SM
- Possessing food or beverages in any restricted areas

Any other inappropriate behavior as determined by the discretion of LRPA management

LRPA Code of Conduct enacted November 2016 and updated February 2017

LRPA DIGITAL COMMUNITY STANDARDS

Much of LRPA's content is distributed through digital platforms, including (but not limited to) applications such as www.lrpa.org, Facebook, YouTube, Vimeo, Twitter and other social media sites. LRPA's **Digital Community Standards** serve as a guideline for appropriate virtual interactions.

LRPA invites and encourages open discussion and interaction on our digital platforms. Our **Digital Community Standards** have been created to ensure that the interaction remains respectful toward all members of the LRPA community, including staff, volunteers, producers and viewers. Therefore, all persons who comment or engage in discussion on any LRPA digital platform are expected keep their remarks truthful and authentic, but well-intended and polite.

The following types of discussion, comments or uploaded content **will be removed** from any and all LRPA digital platforms at the sole discretion of LRPA management:

- Personal attacks on LRPA staff, board, volunteers, producers or community members
- Content that may be interpreted as racist, sexist, homophobic, offensive, derogatory or otherwise intolerant of a person or group of persons
- Content that may be interpreted as violent, dangerous, malicious or threatening
- Content that may put LRPA in legal jeopardy, including, but not limited to:
 - Promotion of the sale or lease of commercial products or services
 - Promotion of lotteries, gifts or games of chance for money and/or prizes
 - Solicitations of funds for any organization other than a recognized 501 (c) (3)
 - Obscenity and/or pornography, including sexually explicit or indecent material
 - Copyright or trademark violations, or unauthorized use of publicity rights
 - Statements that are libelous, slanderous or defamatory
 - Any undue invasion of personal privacy
 - Material that violates any local, state or federal law or regulation

Thank you for respecting and adhering to the rules of LRPA's digital community.

LRPA Digital Community Standards enacted November 2016

SECTION 1: OVERVIEW AND PURPOSE

LRPA maintains video and post-production equipment and cablecast facilities for use by approved producers who live, work or study in member municipalities. Use of LRPA equipment and facilities is for the purpose of originating Public, Education and Government (PEG) television productions and to provide production services to the LRPA community.

This document outlines the official policies and procedures developed by LRPA, with input from its member's representatives, to facilitate programming. The purpose of these policies and procedures is to make the most effective use of the LRPA's facilities, equipment and staff while providing the maximum opportunity to create and cablecast locally produced content.

1.1 Responsibilities of LRPA's Cable Television Provider(s):

Pursuant to the terms of Article 8 of the Renewal Franchise Agreement with the Towns of Belmont, Gilford, Meredith and Northwood, NH and the City of Laconia, NH, the following are affirmative actions to be performed by LRPA's cable television provider(s):

- 1.1. a. Provide three channels for PEG access subject to the control of the local cable television provider(s).
- 1.1. b. Monitor the access channels for technical quality.
- 1.1. c. Ensure that access programming is properly switched to the appropriate downstream channel in an efficient and timely manner.
- 1.1. d. Provide and maintain all necessary processing equipment at the head end in order to switch upstream signals from LRPA's studio to the designated downstream access channel.

1.2 Responsibilities of the LRPA Board of Directors:

1.2. a. The LRPA Board of Directors (BOD) will consist of one (1) representative from each member community and four (4) at-large representatives. The LRPA Station Manager (SM) shall serve as an ex-officio member of the board.

BOD's Terms of Office:

- *Community Representatives:* Three (3) years, with a maximum of three (3) consecutive terms.
- *At-large members:* Three (3) years, with no maximum. At the end of each three-year term, that member shall decide whether s/he is willing to serve another term.
- Municipalities joining the LRPA after the adoption of these procedures will be eligible for appointments to BOD.
- If a board member is not present without prior notification of absence three (3) times in a row or six (6) times during a year, the remaining board members can request a new representative from that member's municipality.

1.2. b. Assist SM in formulating and updating facility policies and procedures. After 30 days' notice to the public, updates may be made by a majority vote of BOD.

1.2. c. Approve LRPA facility policies and procedures.

1.2. d. Mediate disputes between SM and producers brought by petition to BOD.

- 1.2. e. Approve any non-budgeted expenditures.
- 1.2. f. Submit an annual report to the cable television provider(s) and to LRPA member communities.
- 1.2. g. Ensure that a policy of nondiscrimination is followed such that no individual or group will be denied access to production or cablecasting time on LRPA on the basis of national origin, color, gender, age, handicap or disability, religious or political belief, marital status, pregnancy or sexual orientation.
- 1.2. h. Assist SM in creating long-term planning for LRPA.
- 1.2. i. Based on the recommendations made by SM, establish and approve an annual budget.
- 1.2. j. Fill vacancies on BOD. Candidates shall submit their names to the sitting BOD and upon BOD's approval, the nomination shall be submitted to the applicant's town/city administration for approval.

1.3. Responsibilities of the Laconia, NH School Administrative Unit:

- 1.3. a. Provide space and support as required to LRPA at Laconia High School, 345 Union Avenue, Laconia, NH. This space includes administrative offices, a post-production facility, LRPA channel origination, server and equipment rooms, and studio space.

1.4 Responsibilities of the LRPA Station Manager:

- 1.4. a. Coordinate day-to-day LRPA facility operations, including but not limited to:
 - Scheduling regular programming (including bulletin board)
 - Managing staff and general office operations, including payroll
 - Coordinating the operation, maintenance, replacement and upgrade of all LRPA equipment
 - Scheduling studio facility use
 - Producing programming on location
 - Assisting producers
 - Actively soliciting and facilitating programs
 - Overseeing the loaning, use and return of all LRPA equipment
 - Managing live cablecast events
- 1.4. b. Implement LRPA policies and procedures.
- 1.4. c. Prepare updates to the LRPA policies and procedures document as necessary and submit them to BOD for approval.
- 1.4. d. Participate in long-range planning with BOD and oversee implementation of plans.
- 1.4. e. Communicate with BOD on regular basis regarding issues, conflicts and opportunities and seek advice as necessary.
- 1.4. f. Prepare annual LRPA budget and submit budget to BOD.
- 1.4. g. Prepare annual LRPA report and submit report to BOD.
- 1.4. h. Submit all unbudgeted proposed expenditures to BOD for approval.
- 1.4. i. Obtain two (2) quotes (telephone or written) for items between \$1,000 and \$4,999. Obtain two (2) written quotes for items of \$5,000 or more.

Last Overview and Purpose policy update: November 2016

SECTION 2: PRODUCER ELIGIBILITY AND REQUIREMENTS

2.1 LRPA- Approved Producer

An LRPA-approved Producer is an individual who has met the following requirements:

- 2.1.a. Lives, works or studies in any current LRPA member community and can produce proof of residency, employment or school enrollment (**Refer to Section 2.3 below for information on how to become an *Affiliate Member* if you do not live, work or study in a current LRPA member community**)
- 2.1.b. Is over 18 years of age (**Refer to Section 2.2 below for information on how to become a *Youth Producer* if you are below the age of 18**)
- 2.1.c. Has filled out, signed and submitted to the SM both the **Producer Fact Sheet & Request for Cablecast Time form** and a **Producer Agreement and Indemnification form**, one for each individual program submitted
- 2.1.d. Has been trained in the safe and proper use of LRPA equipment and has the full confidence of LRPA staff in his or her capability for its use
- 2.1.e. Has read and understands the current ***LRPA Policies and Procedures*** manual, and agrees to adhere to the current ***LRPA Code of Conduct and Digital Community Standards***
- 2.1.f. Understand that all producers assume legal and financial responsibility for the content of their shows, as well as any and all LRPA equipment used to produce their shows, both in the LRPA studio facility as well as on location. **For further information about legal and financial responsibilities, refer to Section 6 (Equipment Use) and Section 7 (Studio Facility Use) of the LRPA Policy and Procedure Manual.**

2.2 LRPA- Approved Youth Producer

LRPA encourages participation among community members of all ages. Individuals under 18 years of age who live or study in any current LRPA community may become an LRPA- approved Youth Producer (YP). An LRPA-approved YP is an individual who has met the following requirements:

- 2.2.a. Lives with a parent or legal guardian over the age of 21 in any current LRPA member community, or studies full time in any current LRPA member community, and can produce proof of residency or school enrollment (Note: SM may also require proof of age or residency from parent or legal guardian.)
- 2.2.b. With his or her parent or legal guardian over the age of 21 as co-signer, has filled out, signed and submitted to the SM both the **Producer Fact Sheet & Request for Cablecast Time form** and a **Producer Agreement and Indemnification form**, one for each individual program submitted
- 2.2.c. Has been trained in the safe and proper use of LRPA equipment and has the full confidence of LRPA staff in his or her capability for its use
- 2.2.d. With his or her parent or legal guardian over the age of 21, has read and understands the current ***LRPA Policies and Procedures*** manual, and agrees to adhere to the current ***LRPA Code of Conduct and Digital Community Standards***
- 2.2.e. Because individuals under the age of 18 cannot be held to any legally binding agreement, YP parent or legal guardian co-signees **must** agree to:
 - co-sign all of YP's applicable forms

- accept full financial responsibility for replacement or repair of LRPA property or equipment that may be damaged, defaced or destroyed while in YP's use
- accept full legal responsibility for YP's program content

For further information about legal and financial responsibilities, refer to Section 6 (Equipment Use) and Section 7 (Studio Facility Use) of the LRPA Policy and Procedure Manual.

2.3 LRPA- Approved Affiliate Member

Individuals over 18 years of age who do not live, work or study in any current LRPA community, but wish to create programming to be cablecast on LRPA, may do so by becoming an approved Affiliate Member (AM) of LRPA . **Individuals under the age of 18 who do not live, work or study in any current LRPA member community are not eligible for AM status.** An LRPA-approved AM is an individual who has met the following requirements:

- 2.3.a. Has paid the annual AM dues of \$100.00
- 2.3.b. Has secured one (1) sponsor *who must live or work in any current LRPA member community and has co-signed the **Producer Agreement and Indemnification form***
- 2.3.c. Has filled out, signed and submitted to the SM both the **Producer Fact Sheet & Request for Cablecast Time form** and a **Producer Agreement and Indemnification form**, one for each individual program submitted
- 2.3.d. Has been trained in the safe and proper use of LRPA equipment and has the full confidence of LRPA staff in his or her capability for its use
- 2.3.e. Has read and understands the current ***LRPA Policies and Procedures*** manual, and agrees to adhere to the current ***LRPA Code of Conduct and Digital Community Standards***
- 2.3.f. Understands that all AMs assume legal and financial responsibility for the content of their shows, as well as any and all LRPA equipment used to produce their shows, both in the LRPA studio facility as well as on location. **For further information about legal and financial responsibilities, refer to Section 6 (Equipment Use) and Section 7 (Studio Facility Use) of the LRPA Policy and Procedure Manual.**

Last Producer Eligibility and Requirements policy update: November 2016

SECTION 3: PROGRAM CONTENT REGULATIONS

PROHIBITED CONTENT

Each of the following forms of content are strictly prohibited from being used in any and all programs to be cablecast on LRPA and/or uploaded to LRPA Internet channels:

3.1 Advertising or Promotion for Sales, Profit or Personal Gain

3.1. a. LRPA is a nonprofit, noncommercial station. Advertising and/or promotion for the sale or lease of commercial products or services, including intentional shots of product/service names, logos or symbols, is strictly prohibited from LRPA cablecasts or Internet channels.

3.1. b. The only exception to the above rule is when the commercial material is part of a live or recorded LRPA cablecast that is simultaneously aired or transmitted by another medium (broadcast television, commercial radio, streaming Internet service, etc.).

3.1. c. Each time this exception is made it must be approved in advance by the LRPA BOD.

3.2 Lotteries

The direct or indirect presentation of any lotteries, gift enterprises, games of chance for money or prizes, or any similar scheme, is strictly prohibited from LRPA cablecasts or Internet channels.

3.3. Solicitation of Funds

The solicitation of funds for any and all purposes, except for recognized 501 (c) (3) organizations, and only as pre-approved by LRPA management, is strictly prohibited from LRPA cablecasts or Internet channels.

3.4 Distribution

Program material taped, edited or created with LRPA equipment or in the LRPA studio facility may not only used for the purpose of originating Public, Education and Government (PEG) television productions and to provide production services to the LRPA community. Use for personal profit is strictly prohibited.

3.5 Obscene, Sexually Explicit and/or Indecent Material

3.5. a. The use of obscene, sexually explicit and/or indecent material is strictly prohibited from LRPA cablecasts or Internet channels.

3.5. b. Obscene material is as defined by federal laws and/or New Hampshire Criminal Code RSA Chapter 649A and Chapter 650.

3.6 Unauthorized Use of Copyrighted or Trademarked Material

3.6. a. *Copyright law* grants the creator of an original work the exclusive rights for its use and distribution. A *trademark* is an easily recognized design, logo, label or similar identifier of a product or service.

3.6.b. LRPA producers may only use copyrighted and/or trademarked material if explicit, written permission has been obtained from the original rights holder prior to its use.

3.6. c. It is the producer's responsibility to obtain written permission to use any copyrighted and/or trademarked material. This responsibility in no way falls to LRPA.

- 3.6. c. LRPA may, at any time, require the producer to provide written proof of these rights.
- 3.6. e. Copyrighted/trademarked material may include, but may not be limited to, any of the following sources: video, audio (including music), graphics, still images, etc.

3.7 Libelous, Slanderous or Defamatory Material and/or Undue Invasion of Privacy

- 3.7. a. Content containing any statement that is reasonably considered to be libelous (*written* defamation), slanderous (*spoken* defamation) and/or false, intentionally misleading or defamatory in nature is strictly prohibited from LRPA cablecasts or Internet channels.
- 3.7. b. Content that constitutes any undue invasion of personal privacy, including intrusion of solitude, appropriation of name or likeness, public disclosure of private facts, or portraying a person in a misleading or false light, is strictly prohibited from LRPA cablecasts or Internet channels.
- 3.7. c. Note: material of or about any individual obtained without written permission of said individual is considered an invasion of privacy and is therefore strictly prohibited from LRPA cablecasts or Internet channels. Producers are legally responsible for obtaining signed release forms from individuals being interviewed or featured in programming and assume responsibility for any legal action that may result. The SM can provide a standard release form upon request.

3.8 Unlawful Content

Content that violates any local, state or federal law or regulation not specified above, and/ or content *promoting* any such violation (e.g., encouraging a viewer to break a law or instructing a viewer on how to break a law), is strictly prohibited from LRPA cablecasts or Internet channels.

SPONSORSHIP OF PROGRAMS

3.9 Underwriting for programs or time on LRPA must be for tax-deductible donations or in-kind contributions that aid in developing or improving programs. Underwriting will comply with the following guidelines:

- 3.9.a. Underwriting announcement language must be in compliance with FCC rules and procedures.
- 3.9.b. An underwriter will be identified by mention of its legal or recognized name.
- 3.9.c. Underwriting credits must be factual, value-neutral, and consistent with the tone and content of non-commercial programming.
- 3.9.d. The standard length of time allotted to an underwriting announcement will be 15 seconds after the legal or recognized name of the company, foundation, or individual underwriter is stated.
- 3.9.e. Underwriting credits *may* include:
- A description of products and services including brand names.
 - Location of underwriter, products and services.
 - A description of key or target markets.
 - Longstanding slogans that identify the underwriter's business.
 - Holiday greetings or the celebration of a special occasion.
 - A telephone number, location and/or web site address.

3.9.f. Underwriting credits *may not* include:

- A call to action
- Qualitative or comparative statements
- Advocacy, ambiguous or misleading statements
- Pricing information, discounts or incentives

3.9.g. Credit for sponsorship will be as follows: “This program was made possible through a grant by ...” or “Goods and services used in this program were contributed by ...”

Last Program Content Regulations policy update: November 2016

SECTION 4: PROGRAM SCHEDULING

4.1. In response to the need for services to LRPA member communities, programs will be scheduled according to the following set of priorities:

4.1.a. Programs produced by government or school districts.

4.1.b. Programs produced by LRPA producers, volunteers or staff.

4.1.c. Programs produced on events that take place in any of LRPA member communities.

4.1.d. Programs produced by nonprofit organizations located in any of LRPA member communities.

4.1.e. Other non-commercial programs submitted for cablecasting. These programs may include content produced by approved LRPA Affiliate Members (**refer to Section 2.3, Approved LRPA Affiliate Member, for more information**), content created by other PEG access stations, content from recognized nonprofit organizations, etc.

4.2. LRPA cablecasts three different types of programs: **series, single shows** and **fillers**.

4.2.a. A **series** is a program with a regularly scheduled timeslot that contains material belonging to one programmatic title. Series episodes may be 30, 60 or 90 minutes in length. Each new episode of a series may appear weekly, twice-monthly, or monthly. Series producers must have two (2) original episodes completed and delivered to LRPA before his or her series can begin to be cablecast. In order to keep our programming current, we ask that producers requesting to produce a series make a commitment of *at least*:

- Weekly series: twelve (12) different episodes during a three (3) month period
- Twice-monthly series: Six (6) different episodes during a three (3) month period
- Monthly series: Three (3) different episodes during a three (3) month period

Producing a series is a time commitment. Producers need to be prepared to provide LRPA with new shows on a regular basis.

4.2.b. A **single show** is a program that is cablecast on a limited basis and does not have a regular timeslot. Single shows may fall anywhere between 30 and 120 minutes in length. Any show less than 30 minutes is considered **filler (refer to Section 4.2.c. below)**. Any show greater than 120 minutes must be edited into separate episodes and programmed accordingly. LRPA will cablecast a single show in an empty timeslot in the current schedule as many times as feasible over a mutually agreed upon time frame between the producer and the SM. There is no deadline for submitting a single show. Creating a single show is a great way for new producers to become familiar with the production process without the ongoing time commitment of a series.

4.2.c. **Fillers** are programs that are between one (1) and 29 minutes in length, are cablecast on a limited basis and do not have a regular timeslot. LRPA will cablecast filler in empty timeslots (usually between series) in the current schedule as many times as feasible over a mutually agreed upon time frame between the producer and the SM. There is no deadline for submitting fillers. Creating a filler is particularly good for YP and other first-time producers who need experience in producing shows.

4.3 If a series producer fails to consecutively submit more than two new, original episodes within three consecutive months without prior notification and approval from the SM, the SM may assign the remaining portion of the series time to another program.

4.4 Scheduling a series, a single show or a filler is at the sole discretion of the SM. LRPA attempts to distribute shows fairly among the various day parts, taking into consideration the show's content and its typical viewing audience.

4.5 Shows that contain excessive nudity, violence, vulgar language or invasive medical procedures must be programmed between the hours of 10:00 p.m. and 5:00 a.m.

4.6 If an LRPA community does not have its membership access fee current, members from that community may be denied use of LRPA equipment, facilities and/or staff use until such time as the fee is paid in full.

Last Program Scheduling policy update: February 2017

SECTION 5: PRODUCER RIGHTS AND GUIDELINES

5.1. An approved producer may request equipment training, reserve studio time and/or reserve and borrow a Field Production Kit. **(Refer to Section 2, Producer Eligibility and Rights, for definitions and classifications of LRPA producers)**

5.2 Ownership, copyright and duplication rights for each program exist solely with its producer of record. Cablecasting on LRPA relinquishes no rights of content ownership.

5.3 Programming created using LRPA equipment, or producer-owned equipment, does not convey any copyright to LRPA.

5.4 A producer may, at any time, request that LRPA cease cablecasting his or her show. This request must be made in writing to the SM.

5.5. a. Producers are responsible, and legally liable, for a program's content, message and quality. LRPA assumes no legal liability for the views and opinions expressed in any program, including those views or opinions expressed by any guest(s) included on any program **(refer to Section 5.10 below for details)**.

5.5. b. LRPA reserves the right to place the following disclaimer on any program cablecast on or uploaded to its channels:

The views and opinions expressed in the following/previous program are solely those of the producer and/or guests and do not necessarily reflect the views and opinions of Lakes Region Public Access Television.

5.6 Under no circumstances may LRPA equipment or facilities be used for personal purposes **(refer to Section 3.4 for details)**. Producers (including individuals and organizations) may not use LRPA facilities, equipment, programs or outtakes without written consent from LRPA. Producers who do so will be subject to a loss of all privileges as stated in Appendix A, under Violations.

5.7.a. Producers are strongly encouraged to keep copies of their own program content. LRPA archives programming, one (1) copy per each episode, on its server for one (1) year after the original airdate of the show, but **does not** maintain an indefinite archive of all content produced in or cablecast by the station.

5.7.b. Producers may obtain a copy of their show by bringing a portable digital storage device or blank DVD to the station and requesting that the show be transferred to the supplied device, or by purchasing a DVD copy of his/her show for a reduced rate of \$10.00 per episode.

5.8 Individuals or organizations requesting duplicate copies of any program will be asked to make duplication arrangements directly with its producer **(refer to Section 5.2 above for details)**.

5.9 Sharing programs with other cable access centers or any further distribution or submission for award consideration may be initiated by the SM with full knowledge and written permission of the producer, as well as appropriate credit for the producer and all others credited on the original production.

5.10 Producers may initiate further distribution or submission for award consideration, providing that LRPA is duly acknowledged and credited for its participation and support (including the LRPA logo and contact information), or is given the opportunity to have credits removed or edited prior to such distribution or submission.

5.11 Producers of political, controversial or issue-related programs cablecast on LRPA are encouraged to invite opposing candidates or those on opposing sides of the issue for a joint appearance or subsequent appearance of equal opportunity. Alternatively, any LRPA community member who has an opposing viewpoint may also produce his or her own program **(refer to Section 5.5.b. above for the boilerplate disclaimer used by LRPA).**

5.12 If one or more complaints are received from the public regarding program content, the SM will review the program in question regarding its compliance to LRPA policies. If upon review the program is found to violate LRPA policies, the program will not be re-cablecast until the producer can meet with the SM to discuss the situation. No further material will be cablecast from the producer until the situation is resolved.

Last Producer Rights and Guidelines policy update: November 2016

SECTION 6: EQUIPMENT USE AND EQUIPMENT BORROWING PROCEDURE

6.1 LRPA equipment¹ may only be used in the LRPA studio facility and/or borrowed for location use by:

- LRPA-approved **producers**
- LRPA-approved **Affiliate Members (AM)**
- LRPA equipment use in the studio: LRPA-approved **Youth Producers (YP)**

Youth Producers may not reserve or borrow equipment on their own. Only a YP's parent or legal guardian over 21 years of age may reserve and/or borrow LRPA equipment. **Refer to Section 6.6 below for details about the equipment borrowing procedure for YPs.**

6.2 Use and/or borrowing of equipment is for the purpose of producing programs to be cablecast on LRPA and to provide production services to the LRPA community.

6.3 When in the LRPA studio facility, use of LRPA equipment is under the direct, on-site supervision of designated LRPA staff.

6.4 **A Field Production Kit** may be reserved and borrowed by LRPA producers (or the parent or legal guardian of YP). All equipment reservations are subject to availability and may only be lent for 48 consecutive hours. Pick-up and return hours are 9:00 a.m. - 12 noon, M-F, unless otherwise arranged between the producer (or YP's parent or legal guardian) and SM.

The standard LRPA Field Production Kit includes:

- One (1) Camera Pack (bag, camera, 1-2 SD cards, plug in AC adapter, 1-2 batteries, on-board shotgun mic, compatible camera plate)
- One (1) Tripod with Carrying Case

Other equipment may be borrowed at the discretion of the SM and LRPA staff.

6.5 **The equipment borrowing procedure for producers and Affiliate Members (AM):**

6.5.a. Producer/AM reserves equipment from the SM in person, over the telephone (603-528-3070), or by email (director@lrpa.org)

6.5.b. On day of pick-up, equipment is inspected by the producer/AM and designated LRPA staff member

6.5.c. Producer/AM and designated LRPA staff member co-sign the **Field Production Kit Sign Out Form**

6.5.d. Upon the equipment's return to LRPA, it is again inspected by producer/AM and designated LRPA staff member

6.6 Because individuals under the age of 18 cannot be held to any legally binding agreement, Youth Producers may not reserve or borrow equipment on their own. Only a YP's parent or legal guardian over 21 years of age may reserve and/or borrow LRPA equipment. The reservation and borrowing procedure is the same as for a producer or AM. **Refer to Section 6.5 above for further details.**

6.7 Reservations to borrow equipment may be made up to two weeks in advance, and must be made at least two days in advance, of a desired project date.

6.8 All equipment reservations are subject to availability and are scheduled by the SM on a first-come, first-served basis.

6.9 LRPA requests that producers make every effort to contact the studio at least 24 hours prior to equipment reservation pick up if a reservation is to be canceled or changed.

6.10 LRPA reserves the right to refuse the fulfillment of an equipment reservation if the SM or other LRPA staff member determines that the producer (or YP's parent or legal guardian) is in any way unable to properly operate or assume full responsibility for the equipment, regardless of the producer's past record of equipment use.

6.11 Producers may not borrow LRPA equipment for use by any unauthorized person.

6.12 Under no circumstances may LRPA equipment be left unattended at an offsite location.

6.13 **Temperature fluctuations can severely damage AV equipment.** No LRPA equipment may be left, unused, in conditions above 80 degrees Fahrenheit or below 40 degrees Fahrenheit for more than 30 minutes.

6.14 **Cameras cannot be exposed to excessive precipitation (rain, snow, sleet or hail).** If inclement weather is predicted during a location shoot, provisions must be made between the producer (or YP's parent or legal guardian) and the SM to protect LRPA cameras.

6.15 **LRPA equipment may never be stored in any vehicle for any length of time.**

6.16 **All equipment borrowed for more than 24 hours must be brought indoors overnight** and must be stored in a secure, weather-tight, temperature-controlled environment. Any unheated, unvented structure, including a garage, porch, shed, attic, etc. is an unacceptable storage area, **as is any vehicle.**

6.17 Producers are prohibited from altering, modifying, prying open, or attempting to repair any piece of LRPA equipment. Producers are also prohibited from re-wiring any LRPA studio configuration. Producers may not combine their own equipment with that of any LRPA equipment unless receiving explicit permission from the SM or designated LRPA staff prior to the shoot.

6.18 Equipment must be returned to LRPA in its original condition after use, and must be clean, organized and packed back into its original carrying case.

6.19 **The producer/AM (or YP's parent or legal guardian) assumes full financial responsibility for any and all LRPA equipment used in the LRPA facility, including the studio,**

office, editing suite and lobby, or on any location. This includes any loss or damage incurred, other than normal wear and tear, as is determined by the SM or designated LRPA staff member. **The producer/AM (or YP's parent or legal guardian) will be charged for any loss or damage incurred to the equipment while in the producer's or YP's possession.** LRPA will pursue any and all available means to recover, repair or replace lost, stolen or damaged equipment. Further use of LRPA equipment or the studio facility will be prohibited until the producer/AM (or YP's parent or legal guardian) clears all debts to LRPA.

6.20 The producer (or YP's parent or legal guardian) must notify the SM or designated LRPA staff member of any equipment problems, malfunctions, or damage as soon as possible so that appropriate repair and maintenance may be performed.

6.21 Violations of these rules may subject the producer to immediate forfeiture of the privilege to use LRPA's facility and studio equipment. Refer to **Appendix A** for violations and their resulting disciplinary actions.

¹LRPA equipment that may be used by approved producers includes:

- Cameras
- Camera Plates
- Tripods
- Accessory and carrying cases
- Lights
- Microphones
- AC adapters
- Portable camera batteries
- SD cards
- Digital data transfer and storage devices
- Editing station computers
- Editing and viewing software
- Printers

Use of any and all other LRPA equipment by producers is strictly prohibited.

Last Equipment Use and Equipment Borrowing Procedure policy update: November 2016

SECTION 7: STUDIO FACILITY USE

7.1 The LRPA studio facility, including the production studio, office, and editing suite, may only be used by:

- LRPA-approved **producers**
- LRPA-approved **Youth Producers (YP)**
- LRPA-approved **Affiliate Members (AM)**

Refer to Sections 2.1, 2.2 and 2.3 of the LRPA Policy Manual for detailed definitions of LRPA producers.

7.2 Under no circumstance may the LRPA studio facility be used by any producer, YP or AM, regardless of age or history of studio usage, without direct, on-site supervision by LRPA staff.

7.3 No person under the age of 16 may be present in the LRPA studio facility during content production without the prior consent of the SM, and never without the supervision of a parent or legal guardian over the age of 21.

7.4 Use of the LRPA facility is for the purpose of producing programs to be cablecast on LRPA and to provide production services to the LRPA community.

7.5 Reservations for the use of the studio may be made up to four weeks in advance, and should be made at least one week in advance, of a scheduled shoot. Reservations may be made in person, over the telephone (603-528-3070), or by emailing the SM at director@lrpa.org.

7.6 All studio reservations are subject to availability and are scheduled by the SM on a first-come, first-served basis.

7.7 Producers may reserve a maximum of three (3) consecutive hours per session of studio use, including set up, use and break down of props, set pieces and equipment.

7.8 LRPA requests that all producers make every effort to contact the studio at least 24 hours prior to studio reservation time if a reservation is to be canceled or changed.

7.9 LRPA reserves the right to refuse the fulfillment of a studio facility reservation if the SM or other LRPA staff member determines that the producer, or any guest accompanying the producer, including the parent or legal guardian of a YP, is in any way unable to follow the **LRPA Code of Conduct** or to otherwise properly produce his or her show, regardless of the producer's past history of facility use. The producer and/or guests will be asked to leave the LRPA facility.

7.10 Producers may not reserve the LRPA facility for use by any unauthorized person.

7.11 The LRPA facility, including the studio, office, editing suite and lobby, must be left in its clean and original condition after each use.

7.12 As LRPA has no on-site storage facility, producers are solely responsible for the setup, break down and transportation of their own props, set pieces, equipment and/or costumes. Please allow extra time for this set up and break down process.

7.13 No food or beverages are allowed in the LRPA studio or on (or near) LRPA equipment, but may be consumed and disposed of in a designated area of the LRPA office.

7.14 Non-service animals are not allowed in the LRPA studio without prior consent of the SM.

7.15 **The producer/AM (or YP's parent or legal guardian) assumes full legal liability for the producer's/AM's/YP's program content, as well as full financial responsibility for any loss or damage to the LRPA facility (including the studio, office, editing suite and lobby) that may be incurred while creating content.** This includes any loss or damage incurred, other than normal wear and tear, as is determined by the SM or designated LRPA staff member. **The producer/AM/YP's parent or legal guardian will be charged for any facility loss or damage.** LRPA will pursue any and all available means to repair or recover property or equipment loss or damage. Further use of LRPA equipment or the studio facility will be prohibited until the producer/AM/YP's parent or legal guardian clears all debts to LRPA.

7.16 Producers are prohibited from altering, modifying, prying open, or attempting to repair any piece of LRPA studio equipment. Producers are also prohibited from re-wiring any LRPA studio configuration. Producers may not combine their own equipment with that of any LRPA studio equipment unless receiving explicit permission from the SM or designated LRPA staff prior to the shoot.

7.17 Refer to the ***LRPA Code of Conduct*** for a complete list of studio facility rules.

7.18 Violations of these policies may subject the producer to immediate forfeiture of the privilege to use LRPA's facility and studio equipment. Refer to **Appendix A** for violations and their resulting disciplinary actions.

Last Studio Facility Use policy update: November 2016

SECTION 8: PROGRAM SUBMISSION GUIDELINES

8.1 To schedule a new program, a producer must fill out and hand in to the SM the following forms, one for each individual program submitted:

8.1.a. **Producer Fact Sheet & Request for Cablecast Time form**

8.1.b. **Producer Agreement and Indemnification form**

Forms must be filled out at least two (2) weeks prior to the first cablecast date of the program.

8.2 Programming content may be submitted to LRPA either on a **digital storage device** (e.g., flash drive, portable hard drive, SD card, or DVD), or **directly uploaded to the LRPA website**.

8.2.a. **To submit content on a digital storage device**, please bring it in person to the station, located at 345 Union Avenue, Laconia, M-F, 9:00 a.m. – 2:00 p.m., or send it in a padded envelope through the mail to LRPA, 345 Union Avenue, Laconia, NH 03246.

LRPA does not accept content on any videotape format. All content delivered to LRPA on a digital storage format **must** be clearly labeled with the following information:

- Producer's name and contact information
- Program title
- Total running time (hours: minutes: seconds)

Please **do not** drop content off at the main office of Laconia High School.

8.2.b. **To directly upload programming content** to the LRPA website (www.upload.lrpa.org), producers must:

- Email the Station Manager at director@lrpa.org to request a user name and password; please put "User Name/Password Request" in the subject line of email
- User name and password will be assigned within 48 business hours of the request

8.3 Producers are solely responsible for a program's overall cablecast quality. All programs must strictly adhere to **Section 8.7, LRPA Production Standards**, below.

8.4 **LRPA is not a production facility.** Unless previously discussed and agreed upon between the SM and the producer, LRPA will not contribute extensive post-production work to submitted programming content.

8.5 **LRPA is not a storage facility.** Producers are strongly encouraged to pick up their digital storage submission devices within two (2) weeks of the original cablecast date of their program. After two (2) weeks, LRPA assumes no responsibility for lost, damaged or stolen materials.

8.6 LRPA keeps all content stored on its server for one (1) calendar year. All content older than one (1) calendar year is deleted from the server. With the producer's permission, LRPA may keep any program considered to be historically important or otherwise significant to LRPA.

8.7 LRPA Production Standards

All submitted content must adhere to the following production guidelines:

- Aspect Ratio: 720 x 480 (4:3)
- Video Codec: H.264 (MP4)
- Frame Rate: 29.97 FPS
- Audio Codec: AAC or MP3
- Audio Level: -10dB to + 5dB
- No rolling, splitting or jumping video; no over-modulated white levels
- Pre-roll of 30 seconds of black video and blank audio
- Program opening title and credits
 - If producer does not include opening title, content must open with a pre-roll of two (2) minutes of black video and blank audio so LRPA may include titling
- Program end credits
 - If producer does not include end credits, content must close with a post-roll of two (2) minutes of black video and blank audio so LRPA may include end credits
- LRPA reserves the right to place the following disclaimer on any program cablecast on or uploaded to its channels:
 - **The views and opinions expressed in the following/previous program are solely those of the producer and/or guests and do not necessarily reflect the views and opinions of Lakes Region Public Access Television.**

Last Studio Submission Guidelines policy update: May 2016

SECTION 9: BULLETIN BOARD SUBMISSION GUIDELINES

- 9.1 The LRPA Bulletin Board is a resource for nonprofit organizations, schools and government entities to announce activities or events to LRPA cable television subscribers.
- 9.2 Announcements submitted by nonprofit organizations, schools and government entities located in LRPA member communities have first priority.
- 9.3 Events in communities located outside of LRPA member communities, and announcements received less than two (2) weeks prior to the activity, are subject to space availability and may be used on a first-come, first-served basis at the discretion of the SM.
- 9.4 Programming information and station promotion for LRPA or LRPA-sponsored events may also be carried on the bulletin board at the discretion of the SM.
- 9.5 Announcements must be emailed as digital files in JPEG, PDF or in MS PowerPoint format only (**see Section 9.9 below for email address**). LRPA will not convert printed documents, including flyers, posters, press releases, etc., for use on the bulletin board.
- 9.6 Electronic news releases from political candidates are ineligible for the bulletin board.
- 9.7 As the bulletin board is an extension of community PEG access, LRPA exercises no editorial control over the content or the quality of submitted bulletin board announcements.
- 9.8 All bulletin board submissions must comply with **Section 3: Program Content Regulations** of the LRPA TV Policies and Procedures manual.
- 9.9 Email bulletin board announcements directly to the following address:
notice@lrpa.org
Include a notation in the body copy of the email clearly stating the date that the announcement is to begin, and the date when the announcement is to be removed from rotation.
- 9.10 Questions regarding the bulletin board may be addressed to the SM at director@lrpa.org.

Last Bulletin Board Submission policy update: May 2016

APPENDIX A: POLICY VIOLATIONS, DISCIPLINARY ACTIONS AND APPEALS PROCEDURE

LRPA policies and procedures have been put into place to ensure that all persons using our equipment and studio facilities may do so in a positive, productive and safe environment. Failure to comply with any LRPA policy included in this manual or on any LRPA form may result in disciplinary action up to and including suspension and/or cancellation of LRPA studio facility and equipment privileges.

Policy violations fall into two categories: *minor* and *major* violations. The SM is fully authorized to issue appropriate disciplinary actions as needed.

1. Minor Violations and Resulting Disciplinary Actions

Disciplinary actions for minor policy violations will be documented and reviewed with the individual, and will be kept on file at the studio. Minor policy violations may include, but are not limited to, any of the following:

- Rude or discourteous behavior that disturbs any person or disrupts business
- Late pick-up or return of equipment without SM notification and approval
- Mishandling of equipment, on location or in the studio facility
- Failure to clean up after use of studio facility
- Failure to return equipment in a clean and organized manner
- Entering or attempting to enter restricted facility areas
- Making false or misleading statements on LRPA documents or to LRPA staff
- Smoking (including E-cigarettes) inside facility or on the Laconia High School grounds
- Possessing food or beverages in any restricted studio facility areas
- Bringing persons under the age of 16 to the LRPA studio facility during production without prior consent of SM
- Bringing non-service animals to the LRPA studio facility without prior SM consent
- Any other inappropriate behavior as determined at the discretion of LRPA management

The disciplinary actions for minor violations are as follows:

- First violation: Written and/or verbal warning (at the discretion of the SM)
- Second violation: 60 day suspension of equipment and/or facility privileges
- Third violation: Permanent suspension of equipment and/or facility privileges

2. Major Violations and Resulting Disciplinary Actions

Disciplinary action for an individual's first major violation will result in an immediate 90 day suspension from LRPA equipment and studio facility use. A second major violation will result in the permanent cancellation of all LRPA privileges. Major violations will be documented and kept on file. Those that result in loss and/or damage to LRPA equipment or facilities will result in financial liability for the individual(s) involved. LRPA pursues any

and all available means to recover, repair or replace lost, stolen or damaged equipment. Major violations include, but are not limited to, any of the following:

- Violation of any of the program content rules stipulated and explained in detail under **Section 3: Program Content Regulations**, including
 - Advertising or Promotion for Sales, Profit or Personal Gain
 - Lotteries
 - Solicitation of Funds
 - Commercial Distribution
 - Obscene, Sexually Explicit and/or Indecent Material
 - Unauthorized Use of Copyrighted or Trademarked Material
 - Libelous, Slanderous or Defamatory Material and/or Undue Invasion of Privacy
 - Unlawful Content
- Physical violence or the threat of physical violence toward any person
- Dangerous behavior that disturbs any person or disrupts business
- Physical, verbal or sexual harassment toward any person
- Possession, use or sale of any illegal drugs
- Possession of any weapon, contraband or explosives
- Possession, consumption or dispensing of alcohol
- Attempted use of the facility or equipment while under the influence of alcohol or drugs
- Nudity and/or engaging in sexual behavior while in the studio facility or on location
- Damaging, defacing or destroying LRPA property
- Borrowing LRPA equipment without staff knowledge and/or permission
- Altering, modifying, prying open, or attempting to repair any piece of LRPA equipment

APPEALS PROCEDURE

Any individual who wishes to appeal a decision or disciplinary action should first meet with the SM. If this does not result in a satisfactory resolution, or if the grievance is with the SM, a formal appeal may be filed with the BOD. The individual must file a written appeal to the BOD, specifically describing the grievance in detail, citing applicable policies and including any supporting documentation. Written notice of the appeal will be supplied to the SM. The BOD will, within 30 days of receipt of the written appeal, schedule a hearing to allow all parties involved the opportunity to address the grievance. Within 30 days of the close of the hearing, the BOD will issue its written decision. The BOD's decision is final. Please mail a written copy of the grievance to:

Board of Directors
Lakes Region Public Access Television
345 Union Avenue
Laconia, NH 03246

Last Appendix A update: November 2016