

Marshfield Public Educational &  
Governmental Television  
Policies, Procedures, and  
Communication  
Guidelines

Updated

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Approved Version

# **Marshfield Public, Educational, and Governmental Policies & Procedures**

## **Mission Statement:**

**“Our mission is to provide and promote local viewpoints & perspectives and the diverse interests of our community.”**

## **I. Introduction and Definitions**

**Introduction** - By the terms of Act 42 of the State of Wisconsin Franchising Agreement the PEG channels or Public, Educational, & Governmental channels have been designated in the following way. MGTV or Marshfield Government Television channels 96 & digital 991 have been designated for the cablecasting of government programs. MCTV or Marshfield Community Television channels 98 & digital 989 have been designated for the cablecasting of Community programs. METV or Marshfield Educational Television channels 99 & digital 990 have been designated for the cablecasting of Educational programs.

The television studios, editing facilities, and equipment for use in the production of programs to be broadcast on the channels have been purchased by the City of Marshfield and funded by cable franchise fees. Equipment is housed within the MCTV studios at Community Plaza 2 at 101 W. McMillan as well as City Hall Plaza in Marshfield. The City of Marshfield has contracted the management, staffing, and services of the three access channels.

The policies and procedures in these guidelines have been established to encourage the use of and ensure fair and nondiscriminatory access to the channels, studios, editing facilities, and equipment by producers of PEG Access programs, and to ensure that producers receive education and training in the use of specified equipment.

**Definitions** - the following definitions apply throughout these guidelines:

- A. Government Television Program** - A Government television program is any program produced, directed, engineered, and otherwise made by City of Marshfield government employees including, but not limited to, the Coordinator and other MCTV/MGTV staff members or independent community producers. Government television programs provide a means of communication between units of government and their constituents and/or provide other public services through the medium of cable television.

**B. Community Television Program** - A Community television program is any program produced, directed, engineered, and otherwise made by or sponsored by residents or MCTV staff or independent community producers. Community Television programs are a means of communication and expression through the medium of cable television.

**C. Educational Television Program** - An Educational television program is any program produced, directed, engineered, and otherwise made and/or sponsored by METV/MCTV staff, students, educational institutions, and residents. Educational television programs are a means of communication and expression through the medium of cable television.

**D. Community Producer:** The person, group, organization or other entity that conceives of the program idea and manages the production of the program (whether the production is done by the local resident producer or another crew).

**E. Commercial Advertising:** No commercial advertising is allowed on the PEG channels. Program underwriting and sponsorship is permitted under the guidelines used by the Public Broadcasting System.

**F. Obscene, Indecent and/or Libel Material:** Any material in a program and/or presentation that would be deemed obscene or indecent by local community standards or by standards established by any federal, state or local regulation or law applicable to cable television.

**1. Obscenity:** the Supreme Court has defined obscenity as works which, taken as a whole, appeal to the prurient interest in sex; which portray sexual conduct in a patently offensive way, and which taken as a whole, do not have serious literary, artistic, political, or scientific value.

**2. Indecency:** in a 1992 policy statement, the Federal Communications Commission defined indecency as Language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

**3. Libel:** Defamation by publishing or broadcasting that may expose its subject to public hatred, shame or disgrace.

**G. Copyright:** the exclusive legal right of publication, duplication, imitation, or sale of literary, musical or artistic work. All necessary copyright clearances are the sole responsibility of the community producer.

**H. Lottery/Raffle:** Any promotion, contest or other program that involves the elements of prize, chance and consideration, which is considered a lottery/raffle under applicable local, state or federal laws.

## **I. Who May Participate:**

1. MCTV equipment and facilities are owned by the City of Marshfield and are reserved primarily for use by Marshfield residents. Persons eligible to become access users and use MCTV equipment and facilities include:

- a. Anyone with a valid Marshfield address.
- b. Members and employees of commonly recognized local non-profit organizations that serve the Marshfield community.
- c. Production facilities and equipment will be made available on a first-come, first served, non-discriminatory, non-monopolistic basis, provided they:
  1. Have successfully completed the necessary required courses and passed the evaluation given at the conclusion of the course; OR can demonstrate the basic operation of the requested equipment,
  2. Are registered as either a volunteer, local resident producer or sponsor of non-local programming,
  3. Complete and submit the required documents for use of equipment and facilities,
  4. Obey all the rules and regulations adopted by the PEG guidelines.

2. Use of MCTV equipment and facilities must be for the primary purpose of recording and preparing programs for broadcast on the PEG channels unless the production falls under the Studio Rental Guidelines & Policies.

3. Community Producers between the ages of 16-18 years of age to have their parent or guardian co-sign all required documents. The co-signer is then responsible, along with the user, for all costs, which may be incurred as a result of damage to the facilities or equipment, other than normal wear and tear. Residents under the age of 16 wishing to use the MCTV facilities can do so only when in the presence of their parent or guardian. Parents or guardians are then responsible for the actions of their child and for all costs that may be incurred as a result of damage to the facilities or equipment, other than normal wear and tear.

## **II. Producing a Program:**

**A.** After attending and successfully completing the necessary training classes required, community producers may begin producing a program. PEG replay schedules are based upon series programming. Whenever possible, MCTV encourages community producers to produce programming on a regular basis, however, one-time or special programs are also accepted.

**B.** Community producers are responsible for gathering their own volunteer crew and equipment in producing their program. MCTV staff can assist with providing producers with the proper equipment and passing on the volunteer list.

**C. Recording/Playback Media:**

1. MCTV will provide the first tape free of charge. Final edit masters set for cablecasting can have only one program per DVD.

2. Any program submitted for broadcast on any PEG channel must be on a DVD.

Exceptions may be made for other media, however, a transfer fee may be charged to dub original program materials to DVD. All programs submitted for cablecast must include:

-A completed Cablecast Application and Agreement form

-MCTV reserves the right to add its disclaimer to any program.

"The viewpoints expressed in programs seen on MCTV are not necessarily those of Marshfield Community Television, the servicing cable system, Vidcom, LLC or the City of Marshfield or its employees.

Each program's producer or sponsor is responsible for the program's content."

- Labels on the DVD & cover
- Name of the program
- Name & phone number of producer
- Total running time of the program (TRT)
- Date program was produced

**D.** Producers and sponsors may use MCTV equipment and facilities to edit their programs to meet MCTV technical requirements. Program playback is subject to normal broadcast standards. Programs may be withheld from playback until broadcast standards are met.

If permission to cablecast or edit copyright materials is necessary, the Access Coordinator must receive that permission in writing no less than 24 hours in advance of the scheduled cablecasting date or the program may be held off the cablecasting schedule. This includes, but is not limited to, any scripts, music, or pre-videotaped portions of a live program unless previous arrangements are made with the Access Coordinator.

**E.** The producer or sponsor of any live or videotaped program cablecast on MCTV is responsible for the program's content and agrees to indemnify, save, and hold harmless Marshfield Community Television, the servicing cable system, the City of Marshfield and its employees, Vidcom, LLC, and anyone involved with the production of the program from and against any and all liability, claim, judgment, action, loss, cost damage, injury (including death) or expense (including attorneys' fees), arising out of or resulting from their program.

**F.** The producer or sponsor is responsible for making all appropriate arrangements and obtaining all appropriate clearances from broadcast stations, networks, music licensing organizations, performers, performers' representatives, and without limitation by this list, any and all other persons as may be necessary for authorization to edit and/or cablecast the material in their program on MCTV.

**G.** The producer or sponsor of any program submitted to MCTV for cablecasting is required to pick up the DVD from MCTV two weeks after the program's scheduled cablecast date. Any media left at MCTV more than two months after its scheduled cablecast date becomes the property of MCTV. We always attempt to contact the owner of the media.

**H.** Production Deadline - A producer who uses MCTV's studio, editing facilities, and/or equipment will submit their finished program for cablecasting within 2 months of use. An extension of time may be granted at the discretion of the Access Coordinator if sufficient need is shown.

### **I. Channel Time Allotment**

1. Time slots are at the sole discretion of the MCTV staff. Priority is given to locally produced series programs with reserved weekly or monthly time slots, and then to non-locally produced series programs with reserved time slots.
2. Priority will then be given to other locally produced programs on a first-come, first-served basis and finally to other non-locally produced programs on a first-come, first-served basis.
3. The MCTV staff will schedule channel time on the appropriate channel depending on content.
4. Any program or episode of a series program may play additional times depending on time slot availability. Program may be rebroadcast on multiple channels including MCTV, MGTV, METV, and the internet.
5. Reserved weekly or monthly time slots, when available, may be given to series programs with special consideration given to programs produced by MCTV or Certified Producers, programs presenting dated material, programs with audience building needs, and other factors which the MCTV staff considers in the best interest of the program and MCTV's overall cablecasting schedule.
6. Reservations for weekly or monthly series time slots may be made no less than two months in advance of the first cablecasting date requested. The time slots will be reserved for no more than four months unless approved by the MCTV staff.

7. Producers or sponsors of series programs will be considered in default of their responsibilities and may have their time slot reservation canceled and/or be restricted from series time slots temporarily or completely for any of the following reasons:
- a. Failure to produce a new program two episodes in a row without giving MCTV staff notice 24 hours prior to the program's scheduled cablecast time.
  - b. Failure to produce a new program three episodes in a row for any reason, unless special arrangements were made in advance with the Access Coordinator.

**J.** Producers requesting services from MCTV staff members above and beyond those free services are subject to the MCTV rental rates. This includes, but is not limited to, requests for MCTV staff members to perform the duties of camera and/or camcorder operators, directors, audio and/or VTR engineers, editors, and other technical crew.

**K. Duplications:**

1. MCTV will set fee rates for copies (dubs) of MCTV programming. Such rates will be based upon charges incurred for media and dubbing costs.
2. If Community producers need to make dubs, they will be subject to normal dubbing costs.

**L. Sponsorship & Underwriting:**

1. Underwriter Acknowledgements: MCTV community producers may choose to solicit underwriting funds to cover production expenses. Community producers may list acknowledgements of program sponsors in accordance with Public Broadcasting System (PBS) Guidelines.
2. Commercial: Community producers are not allowed to promote the goods or services of any underwriter or donor. In order to avoid “promoting,” announcements made regarding entities who have furnished some consideration must NOT include any:
  - Mention of price: no interest rate, pricing information, discount, savings, or value of any kind may be included in acknowledging a contribution.
  - This does not prohibit non-profit organizations from promoting their services or fund-raising campaigns.
  - Call to action: any announcement regarding a company or person who furnishes remuneration to the public broadcaster may not suggest that the viewer take action—the listener cannot be encouraged to “call,” “come by,” “try,” or even “be sure” in relation to a product or service.
  - Inducements to buy: it is improper to entice the viewer to make a purchase by offering bonuses, freebies, or other specials.
  - Qualitative or comparative language: this area prohibits descriptive or comparative language of a product or service. An announcement may not explain, for example, that something is “perfect,” “less filling,” or is the “largest,” “smallest,” or “most” anything.

### **M. Non-Locally Produced Programs (Imported):**

1. Non-locally produced public access programs (programs produced outside the city of Marshfield) may be cablecast on the PEG channels provided the following:
  - a. The program is sponsored by a resident with a Marshfield address or lives in the Marshfield School District and meets all the technical requirements and administrative requirements as listed within these guidelines:
  - b. The sponsor of the program completes the necessary cablecast agreement.
  - c. The sponsor obtains all necessary rights to the program. This includes all necessary literary, artistic, intellectual, performing, and music rights as well as all necessary clearances from the owners of licenses of such material.
  - d. Sponsors must be able to document, in writing, that the cablecasting of such material does not violate the rights of third party.

### **N. Rights to the Program**

1. The program master is the property of the program producer.
2. MCTV may, at the discretion of the Access Coordinator cablecast the program at any time.
3. MCTV may use the entire program or edited portions of the program as a promotional tool for MCTV or as an instructional tool.
4. After the program has been cablecast on MCTV, the producer of the program may purchase a copy of the program from MCTV. The producer of the program will then be given the right to make and sell other reproductions from their copy, and to submit their copy or copies to other cable or broadcast stations to telecast in its entirety.

### **O. Certification**

1. Anyone who wants to operate any of MCTV's equipment must first become a MCTV Certified Volunteer, which is free.
2. Level I Certified Community Producer - Anyone who wants to check out or use MCTV equipment for the purpose of producing a program must first become a MCTV Certified Community Producer by completing the necessary training.
3. Level II Certified Community Producer – Anyone who is trained on editing and post-production techniques. This includes learning either Mac or PC editing systems. Level I Certification is required.
4. Level III Certified Community Producer – Anyone who is trained on in-studio multi-camera production. Includes but not limited to directing, technical director, camera, lighting, audio, teleprompter, set up, and tear down. Level I & II certification are required.
5. MCTV Certified Producers and Volunteers will receive an I.D. card. MCTV Certified Producers and Volunteers will be enrolled on the MCTV Incentive Program.



## **P. Cost of Community Producer Certification**

1. Individual Producers must provide the following:

a. \$15 annual fee

b. 5 volunteer hours - The candidate will keep a record of the hours they work in a journal provided by MCTV.

c. Completion of an introductory level television production class taught by the Access Coordinator, another MCTV staff member, or a qualified MCTV Certified Producer.

d. Sign a Statement of Compliance with MCTV Policies before certification privileges will begin

**Q. Assistance** - MCTV will strive toward self-sufficiency of its Certified Producers and Volunteers and will help as needed.

## **R. Incentives for Certified Community Producers**

1. Hat or Mug - Awarded after completed production of 10 programs.

2. T-Shirt - Awarded after completed production of 25 programs.

3. Jacket - Awarded after completed production of 50 programs.

- Gift items may be different at time of award.

Each program will be at least 25 minutes in length. Exceptions must be approved by the Access Coordinator.

## **S. Incentives for Certified Volunteers**

1. Hat or Mug - Awarded after 25 hours of volunteer work.

2. T-Shirt - Awarded after 50 hours of volunteer work.

3. Jacket - Awarded after 100 hours of volunteer work.

- Gift items may be different at time of award.

The following rules apply:

1. All hours will be completed before the award will be given.

2. The volunteer will keep a record of the hours they work in a journal provided by MCTV.

3. All hours worked will be supervised or witnessed by the Access Coordinator or other MCTV employee, who will verify the entries in the candidate's journal.

4. The types of activities acceptable as credit toward the award will be defined by the Access Coordinator.

### **III. Reserving Equipment and Facilities:**

A. MCTV equipment and facilities are available to certified community producers in good standing on a first-come, first-serve basis. MCTV productions always take priority over community producer needs. Every effort will be made to accommodate a producer's request. Producers may request equipment by completing equipment reservation forms available at the MCTV offices or by phone.

B. Access users assume full responsibility for the use of production facilities and will be liable for damage, misuse or theft that occurs while the equipment or facilities are in their possession or control. The user shall identify and hold harmless MCTV and the city of Marshfield, from and against any damages, liabilities and costs of any nature including attorney fees and disbursements arising out of or resulting from any action or use by the user of the equipment or facilities herein described.

C. MCTV staff reserves the right to refuse the use of equipment or facilities to any persons who appears to be under the influence of alcohol or drugs, not in full control of his or her faculties, or who engages in inappropriate conduct.

D. Equipment reservations are non-transferable. The community producer making the reservation must be present at the time of check out of equipment.

E. MCTV is to be informed as soon as possible of any cancellations of reservations.

### **IV. Program Content:**

A. Community Producers are fully responsible for the content of the programs that they produce. This responsibility includes libel, defamation, copyright, and any other legal accountability. Criminal prosecution and/or civil lawsuits can result from illegal use of PEG access. Applicants are responsible for insuring that programming submitted is not obscene, libelous, or otherwise prohibited by law.

B. In accordance with the Free Speech protections of the First Amendment, MCTV does not censor programs. Programming rules are not intended to exercise editorial control, but to keep MCTV a fair and open forum for all local residents. Neither MCTV or the city of Marshfield, accept any responsibility for the content of access programs, except those produced or sponsored by MCTV staff. MCTV's response to individuals with complaints about access programming includes the following options:

1. Provide a written complaint to the Public Access Coordinator to have the matter reviewed with the Cable Television Committee.
2. Advising the complainant of his or her rights to present opposing views in a response program that would also be cablecast on the appropriate PEG channel.

## **V. Special Programming Considerations:**

A. **GENERALLY OFFENSIVE PROGRAMMING:** These guidelines are not intended to discourage free expression, but rather to achieve a balance between the First Amendment right to free speech and the cable subscriber's right to be protected from unwanted viewing of offensive material. MCTV is a public forum which provides first-come, first-served public access and whose program schedule is managed by reasonable time, place and manner constraints. MCTV policy is not to cablecast programs which are obscene under federal or Wisconsin law. MCTV will cablecast programs that are identified as "generally offensive" under the following guidelines.

B. Guidelines for determining "Generally Offensive" Content:

A program, which contains any of the following, will be considered to be "Generally Offensive to some audiences."

1. Language

a. Slang, vulgar or colloquial expression, which refers in the context in which it is used, to sexual intercourse, masturbation, anal or oral sexual contact, to human genitals, or to human elimination; or

b. Abusive language against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.

2. Violence

a. Extreme acts of violence against people; or

b. Depictions of extreme violent acts in dramatic and/or poetic manners.

3. Graphic Images

a. Images or depictions of:

1) Human or animal elimination and/or mutilation;

2) Graphic medical surgical procedures; or

3) Abuse against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.

C. In addition to the foregoing factors, MCTV staff also has the authority to determine classification as "Generally Offensive" based on the items, which may not be listed above. If a live program is intended for a general audience, and measures are taken to prevent indecent language to no avail, scheduling of replays as adult programs can be avoided by editing out vulgarities. If indecent language cannot be deleted, then the producer must add a viewer disclaimer to the program and any subsequent replays will occur in "Late Night" time slots.

D. Disclosure of "Generally Offensive" Content: Each local resident producer is responsible for certifying on the MCTV Cablecast Application Agreement whether their programming contains any "Generally Offensive" material according to the above guidelines. Should any producer fail to properly disclose the "Generally Offensive" nature of the program on the Cablecast Application Agreement, MCTV has the right to suspend or terminate the producer's privileges.

Any suspension or termination of privileges will include both the producer and all other persons associated with the production of the program.

E. VIEWER WARNING DISCLAIMER: In programs that have been identified to include “generally offensive” material, community producers will include a viewer warning disclaimer that immediately follows the standard Community Producer Disclaimer stating: “This program contains material which some viewers may find offensive or disturbing. Parental discretion is advised. The program content is the sole responsibility of the local resident producer and do not reflect the views or policies of MCTV, the city of Marshfield, Vidcom, LLC, Charter Cable, School District of Marshfield, or Cable Television Committee.”

F. MCTV retains the right to place a viewer warning disclaimer before any program.

G. POLITICAL CANDIDATES: Political candidates can utilize the channel as like any other access user, provided they abide by the PEG Policies & Procedures. MCTV has provided the following information for all candidates running for office:

1. Political candidates can appear on PEG programming by:
  - a. Appearing as a guest on a program;
  - b. Participating in a televised candidate forum;
  - c. Producing and appearing on their own program;
  - d. Having a resident of Marshfield “sponsor” their taped program to be run on MGTV/MCTV/METV.
2. MCTV staff WILL assist political candidates by:
  - a. Helping candidates find producers to have them on as guests;
  - b. Training candidates and/or their supporters in becoming their own producers;
  - c. Scheduling programs to be cablecast on the PEG channels.
3. Other important issues regarding political candidates and their usage of the PEG channels include the following:
  - a. Candidates may appear on PEG channels up to election day.
  - b. There are no limits to how often candidates may appear on programming;
  - c. Candidates and/or producers take full responsibility for their words or actions while appearing on a program—MCTV and the City of Marshfield are not held liable for the content of any programs.
  - d. MCTV is not required to provide “equal time” provisions unlike broadcast television, however MCTV will attempt to provide equal time for all candidates.

## **VI. Denial of Access Privileges/Appeals:**

### **A. Community Producer Conduct**

1. Community Producers & Volunteers are expected to conduct themselves in a professional manner at all times while at the MCTV/MGTV/METV facilities and in the community while producing their programs.
2. Community Producers are required to wear the identification provided by MCTV that identifies them as “Independent”. Because community producers are responsible for the content of their program, MCTV, the City of Marshfield, Vidcom, School District of Marshfield, and the Cable Television Committee is in no way represented by the community producer other than the fact that they are certified to operate and use MCTV equipment.
3. Community Producers are responsible for gaining their own access to organizations, individuals, and events. Therefore, it is required that community producers identify themselves with their own program and not with MCTV/MGTV/METV or represent us in any way. Misrepresentation shall result in immediate suspension of privileges.
4. Failure to follow these guidelines will result in disciplinary actions.

**B. Disciplinary Actions** - MCTV reserves the right for the Access Coordinator and/or the Cable Television Committee to refuse services on a temporary or permanent basis or otherwise initiate suspensions of services, disciplinary actions, sanctions, or other appropriate actions against individuals or organizations interfering with or jeopardizing MCTV's operations or otherwise violating MCTV policies and procedures - as presented in these guidelines and/or as posted on the MCTV premises - under which MCTV/MGTV/METV provides training, equipment, facilities, channel time, and other services.

MCTV staff members may request that an individual or individuals leave the MCTV premises immediately as follows:

1. If an individual appears to be under the influence of alcohol or drugs, or consumes, sells or dispenses drugs on the MCTV premises.
2. If an individual interferes with the orderly conduct of MCTV staff, activities, facilities, or programs.
3. If an individual is currently under any membership sanctions or other disciplinary action.

Should a dispute arise, producers and/or volunteers should contact the Access Coordinator and arrange a meeting to discuss the dispute. Appeals may be made to the Cable Television Committee.

## VII. Marshfield Community Television Studio Rental Policy

Studio use is made available to non-profit organizations & individuals free of charge, as long as the produced program is intended for broadcast on MCTV. Any individual or organization represented by an individual, who resides within the City of Marshfield and is at least 18 years of age may reserve the MCTV studio and/or editing facility after receiving appropriate training and being certified as a community producer. MCTV will provide a technical crew of at least one MCTV staff member or certified volunteer for the session. If the producer wants more crew members, MCTV will provide a list of certified volunteers whom the producer may contact.

An organization, business or individual may also rent the MCTV studio facilities for non broadcast cable projects at the following rental rate schedule.

<b>Studio Only Rental</b> (Lights & available Props)	\$150.00 /half day = 4hrs
	\$300.00 /full day = 4-8 hrs
	additional hrs @ \$56.25/ hr
Studio Attendant after hrs	\$21.00/hr

<b>Single Camera Studio Production</b>	\$185.00/hr
Includes camera operator, director, floor manager (compensated at \$21.00/hr)	

<b>Multi Camera Studio Production</b>	\$240.00/hr
Includes 2 camera operators, director, floor manager (compensated at \$21.00/hr)	

### **Additional Services:**

Teleprompter	\$25.00/half day
	\$45.00/full day
Teleprompter operator @ \$21.00/hr	
Edit suite only	\$50/hr
Edit suite with editor	\$100/hr

Times are subject to availability of the facilities & staff. Operations of MCTV take priority.

All payments for services are made directly to the City of Marshfield.  
All contracted labor will be billed back to the City of Marshfield.