



# Rules & Procedures

**2302 Texas Avenue Ù Houston, Texas 77003 Ù 713.524.7700 Ù [www.houston-mediasource.org](http://www.houston-mediasource.org)**

Houston MediaSource, a non-commercial 501(c) (3) arts-service organization, receives funding from the cable franchise corporations through the City of Houston. The Texas Commission on the Arts and the Education Foundation of Harris County provide special project funding.

## **Preamble**

Freedom of speech, as guaranteed by the First Amendment to the United States Constitution is a basic, defining principle of democracy at the community level, both for the general citizenry and for the leaders of local government. Robust and open discourse, through public access to media, promotes the social health of the community.

Houston MediaSource ensures content-neutral programming and fair and equitable opportunity for all users of the service.

All rules and procedures for the use of community media resources fortify the principle that each program's creator (producer) assumes personal responsibility for his or her expression that this is the best means of guaranteeing individual freedom of speech rights. The producer alone, therefore, not the City of Houston, its officials, or the managers of the community media resources, assumes complete responsibility for the exercise of his or her free speech rights, and any legal consequences arising therefrom.

A court of law ultimately decides the legality of any given speech or expression. Because of this, and the First Amendment concerns above, the City does not make any regulations concerning the content of speech cablecast through use of the community media facilities, other than requiring its legality. The City provides a conduit for the exercise of individual, non-profit, free speech, and the City, therefore, assumes no responsibility for the content of such expression.

Community access to television and other media protects and enhances producers' free speech rights. A producer should never take the responsibilities inherent in the right of free expression lightly. It is the producer who must analyze the effect of his or her program on the community and determine the appropriateness of the material to be cablecast, and who must weigh and understand his or her liability.

This is the price we, as free citizens, pay for the opportunity of free speech in America.

## **Rules and Procedures For Use of Houston Media Source Resources**

**We The People Television** (WTP-TV) is the community television venue for Houston Media Source, a 501(c) (3) service organization that receives funding through the City of Houston cable franchise agreement. The Rules and Procedures are designed to meet City of Houston Contract compliance and to provide equitable use of HMS facility and resources. HMS services are for the sole purpose of providing television programming for the citizens of Houston.

### **I. Facility Use**

#### **A. Eligibility**

Eligibility for use of Houston Media Source (HMS) managed resources is limited to any adult resident (or authorized minor) of the City of Houston, or any authorized representative of a Houston organization, or of a Houston Metropolitan Area organization, provided that:

1. The individual produces community access programs for the HMS channel.
2. Resources will not be used to produce programs that are commercial in content or for any other commercial purpose.
3. The producer has provided a local street residence address and a local contact telephone number along with two valid identification documents (one to establish personal ID and one to establish residency).
4. Resources will be used only within the Houston area, unless special permission for other use is granted.
5. The individual who operates the equipment has on file a certification for specific equipment use. (To become certified, an individual must successfully complete a production workshop or a proficiency test conducted by HMS staff.)
6. All producers attend at least one orientation session annually to remain in good standing. Orientations are offered weekly, except holidays, free of charge to the public. Orientation is required prior to enrollment as a producer.
7. The producer is in good standing (Current on fees, orientation and not otherwise barred from services.)
8. An individual residing outside of the City of Houston pays an additional user fee. (Harris County or contiguous counties constitute the Houston Metropolitan Area)
9. Each producer will take a course in Media Literacy prior to scheduling their first program on the public access channel

NOTE: Producer use of a post office box as a resident address for Houston Media Source purposes, including information provided on equipment and program forms, is not acceptable.

#### **B. Reservation procedures**

1. Reservations for resources are available on a first-come, first-served basis; as advance series reservations; for allotted showcases; and by special request. All reservations are awarded without favoritism.
2. Reservations may be made or canceled only by the certified producer of record.

3. Reservations must be made in advance of equipment use.
4. Reservations may be made in person or by telephone during regular business hours. Requests for reservations may be made by voice, mail; e-mail or US mail, but are not considered confirmed until you actually speak to an HMS staff member.
5. Reservations for all resources and channel space may be made up to 21 days in advance of actual use.
6. A reservation may be made to check out equipment for up to 2 days.
7. A producer may hold only one reservation for resource use at any given time. Once a reservation is claimed or canceled, that reservation is considered used and another reservation may be made.
8. Special requests for reservations may be submitted in writing for the following:
  - a. use of equipment outside the Houston area
  - b. equipment use longer than 2 days in succession
  - c. reservations made more than 21 days in advance
  - d. use of more than one resource at a time
  - e. any other resource use exceeding stated limitsSpecial requests may be granted with the following contingencies:
  - a. impact on other users
  - b. amount of programming to be produced
  - c. safety and care of the equipment

A production plan is required as part of the special request. Special request forms are available in the Equipment Room. Two (2) special requests per producer may be made per year although additional requests may be granted at a lower priority.
9. Staff will attempt to notify the holder of a reservation should the equipment malfunction or adversely affect the reservation.
10. Edit reservations may be made for up to four (4) hours at one time.
11. A producer may reserve edit equipment for a maximum of twelve (12) hours total per week.
12. Prior to processing producers' reservation requests, HMS reserves the right to reserve any equipment in advance for maintenance, training, production or outreach purposes.

### C. Cancellations

1. The producer must notify the HMS staff of any cancellation of reserved equipment or facilities twenty-four (24) hours prior to the time requested, unless otherwise stated.
2. Forty-Eight (48) hours prior notice is required for HMS Studio and live show cancellations.
3. Frequent cancellations place a burden on daily operations. Within any 30 day period, a producer may cancel only two reservations with less than a week's notice; additional cancellations of less than a week will constitute a minor violation.

## D. Series Reservations

1. Producers with series programs scheduled on Houston's community access channel may request and be given priority use of edit and production equipment and facilities. Series producers (tape and live) will be allowed a regular reserved time slot of up to four hours per week for edit.

## II. Channel Programming

### A. Resources and Eligibility

1. Channel space is available on a non-commercial basis to any Houston or Houston Metropolitan Area resident or a representative thereof. Houston's community access channel is available on a content neutral basis. All program producers, whether or not they are certified technical producers, must pay an annual fee, attend orientation annually and show proof of residence.

### B. Procedures

1. Programs are scheduled as single play, as a series, as a special request, and as outreach programs. Series programs are given a regular, weekly time slot. Series time slots are awarded by application and are awarded in as equitable a manner as possible based upon available channel space. Priority will be given to first time applicants. Total series time will be less than 50% of total channel time.
2. The producer must be identified at least once at the end of the program material by a character generated name and address tag for at least 5 seconds. **The tag must include two points of contact information:** (the producer's name **OR** a 'pseudonym') and (a local P. O. Box, **OR** a local street address, **OR** a local telephone number.) Two examples: ("paper tiger," 713-430-6736) (Mary Smith, PO Box 38000000).
3. Each producer may have only one series. A certified producer may, by special request, act as the technical director for a non-profit organization (provider) series in addition to the certified producer's one individual series.
4. Producers may request individual cablecast times as available. Once the program has shown, repeats may be scheduled as channel space allows.
5. Producers may request individual channel slots more than 21 days in advance through a Special Request. Special Requests are handled on a first-come, first-served basis dependent upon availability of channel space. Special request reservations for channel space will not be accepted more than three (3) months in advance.
6. In order to submit a program, the producer must complete and sign a Programming Contract. In signing the Programming Contract, the producer warrants that the program does not include:
  - a. Any material that is in violation of Subchapter B: Obscenity, of Chapter 43 of the Texas Penal Code.
  - b. Any material that violates local, state, or federal law.

- c. Any material that is libelous, slanderous, defamatory or that constitutes an unlawful invasion of privacy.
  - d. Any product advertising (i.e. material that promotes any commercial product or service).
  - e. Any solicitation or appeals for funds
  - f. Any unlawful use of copyrighted material.
7. Producers will be asked to designate program categories to facilitate scheduling on the channel. In addition, producers will be asked to represent and warrant whether the programming contains Adult, Sexually Explicit, and/or Indecent material. Subject to the review procedure set forth in Paragraph II(c), programs containing any Adult, Sexually Explicit, or Indecent material will play only between 12:01 a.m. and 5:59 a.m. Monday through Friday and between 1:01 a.m. and 5:59 a.m. on Saturday and Sunday and shall contain appropriate viewer advisories or warnings. HMS may choose to make these time slots more restrictive.
  8. Through the Programming Contract, the producer agrees in writing to indemnify and save harmless Houston MediaSource, its staff and Board of Directors, the City of Houston and Houston's franchised cable companies from all claims, demands, damages or other liabilities, including legal fees and expenses that may arise as a result of cablecasting the program.

C. Rules Violations and Loss of Privileges

1. HMS does not censor, judge or review programs before cablecast with the following exceptions: HMS will not knowingly permit any of the resources under its control to be used for the production or cablecasting of any material that is in violation of subchapter B: Obscenity, of Chapter 43 of the Texas Penal Code. In order to comply with its legal obligations, HMS will review programming which the producer represents to contain Adult, Sexually Explicit, and/or Indecent content and will seek appropriate legal input and guidance. HMS shall prohibit the cablecast of obscene material or shall suspend such programming in progress at the time when HMS receives actual knowledge of the content and character of said programming. The community access channel is a public forum; specific guidelines will be followed to enforce this provision.
2. The Executive Director of HMS may suspend from play any material that appears to be in violation of the Texas Penal Code or other local, state or federal law. If such material is suspended from play, prior to or during the original cablecast, HMS will promptly advise the producer in writing and allow the producer the opportunity to edit and to resubmit the program for review. If the producer chooses not to edit and to resubmit the program and indicates that the producer wants the program broadcast as originally submitted, HMS will promptly file a declaratory judgment action in the district courts of Harris County, Texas to resolve the controversy.
3. If a producer submits a program that, after cablecast, appears to the Executive Director to violate any terms of the Programming Contract, the Executive Director may require that the program be suspended from future play over the channel for a period not to exceed 60 days. The Executive Director shall notify in writing the producer, the City of Houston Finance

and Administration Department, the HMS Board of Directors of the action immediately (within 24 hours).

4. Within three (3) days, following the suspension of play of a program, the Executive Director shall confer with the responsible producer to seek voluntary compliance with the Program Warranties. The Executive Director will review such evidence as the producer wishes to present concerning intent in presenting the program and the legality of its content. The Executive Director shall immediately report the findings and resolutions of the conference to the HMS Board of Directors and the requisite City offices.
5. If there is agreement between the parties:
  - a. To remove the program from play or re-edit the program prior to replay or
  - b. That no violation had occurred (i.e. there was no actual breach of the Program Warranties), then no further action is necessary.
6. If there is no agreement, the program suspension shall be continued for a period of fifteen (15) days from the date of the conference, to allow sufficient time for any appeal to be filed with the HMS Board of Directors. If no appeal is filed within the 15 day period, then the Executive Director's decision regarding the suspended program becomes final.
7. If an appeal is filed with the HMS Board of Directors, a committee representing the Board will convene within one week to consider the appeal. If the committee overturns the decision of the Executive Director, then no further action is necessary and the producer may replay the program. If the decision of the Executive Director is upheld, the program will not replay.
8. If the program producer is found to have submitted material in violation of the law, she or he shall be subjected to immediate suspension from use of HMS managed resources, including the right to submit programs for cablecast.
9. A suspension for the above conditions shall be immediate and for a minimum of one year. After one year the producer may apply for reinstatement which may be granted following a period of training in programming responsibilities and a review of applicable law, community standards or other material designated by HMS. A subsequent, similar violation by the same producer may result in a period of suspension not less than two (2) years or in open, indefinite suspension as determined by the Board of Directors.
10. A producer, who is in litigation including criminal indictment or civil litigation of actions in any way related to the use of HMS resources or materials submitted for cablecasting on the HMS channel, may be placed on indefinite administrative suspension during the process of litigation. The suspension shall be from the use of the HMS resources as well as from the right to submit programs for cablecast.
11. Other violations of program warranties will be treated as major violations and are subject to disciplinary actions as defined in Section III. of the Rules and Procedures.

#### D. Scheduling Priorities

1. All programs must have a local producer (sponsor) to play on the HMS channel. In scheduling programs on the HMS community access channel, first priority is given to locally produced programs. Second priority is given to programs not produced by the local producer, but submitted, or sponsored, by a local producer. New local programs always receive priority.
2. Local programs are programs produced by the local certified producer. A minimum of 20% per show must be produced by the local certified producer to be considered a local program. All footage produced by the local certified producer is considered to be locally produced content. The addition only of credits, openings and closing tags to a non-locally produced program does not qualify as a locally produced program. Without the minimum of 20% local production, the show is considered non-local for scheduling priorities.
3. Local producers of non-locally produced programming take sole responsibility for the program's content under HMS Program Warranties.
4. The Community Bulletin Board (CBB) is an electronic service for non-commercial messaging. Adequate time for the CBB will be scheduled on the channel to meet the needs of the community. (See, II.S.)
5. Use of the HMS facility (whether or not one uses the equipment) is for the sole purpose of providing programming for the public access channel. Software, written specifically for public access management, tracks when a producer airs each show. In order to check out equipment, programming must be submitted on an on-going basis, generally monthly. See HMS staff for details.

#### E. Series Programs

1. Series time slots are available for shows that are cablecast on the same day and time of the week on a regular basis.
2. A series time slot is a privilege, not a right. A producer must submit (3) three programs that are in compliance with the provisions outlined in the series program agreement, at the time of application for the series period. Only one series will be permitted per producer. Programs that have previously been cablecast may not be submitted as part of the 3 programs required to obtain a regular series time slot. Series time slots are limited to one hour per week.
3. To keep a series time slot, the producer must maintain a 2:1 ratio of total to new programs (i.e., 50% of the programming for the series must be first-run programming).
4. Series program replay use is at the discretion of the Programming Coordinator.
5. Series may be granted for a set period of time (see programming staff for details) and may be granted contingent upon available space. Requests will be granted until all available time slots are used. The time slot chosen by the producer will be granted unless there is a conflict with a request already granted, in which case, other choice(s) of the applicant will be

granted. In cases where requests cannot be filled, applicants will be notified and may reapply at the next scheduled renewal time.

6. Requests may be made for new series at any time by persons who do not have series reservations. New series will be granted as channel space is available. Producers who wish to make changes in the time or length of their current series may do so at any time. Such requests can be granted immediately, if no other conflicts exist.
7. Each series will be reviewed periodically throughout the series period to assess compliance. If sufficient new programming is not provided, the producer will be given an opportunity to come into compliance. Series that fail to maintain the 2:1 (total to new) ratio will be canceled.
8. Series producers must submit programs to play in their time slots no later than 10 days prior to cablecast date. Programs received after the deadlines are not guaranteed scheduled play, but will be cablecast in the following week's time slot.
9. Producers whose programs do not meet technical requirements, (e.g., those having time code "jumps", control track holes, etc) will be notified. If time permits, the producer may authorize staff to correct the problem or the producer may replace or correct the program. This is not a deadline extension. There is a fee for technical service performed by HMS staff.

#### F. Live and Non-Series Programs

1. All live programs, series or non-series, must be accompanied by a completed HMS Programming Contract.
2. Live series program applicants must also submit 3 pre-taped programs in order to apply for a live series. These pre-taped programs should not have been cablecast on the access channels.
3. The certified producer must give the HMS Equipment Department at least 48 hours advance notification of cancellation of a live program. Cancellations with less than 48 hours notice, except in the case of a documented emergency, will result in a major violation. An "emergency" is determined at the discretion of the Executive Director. Loss of any privileges regarding reservation of live series time under the previous two items in no way affects the right of a producer to reserve channel space for non-series live cablecasts.
4. All live series producers must maintain in the Programming Department an emergency back-up tape to be played in the event of a cancellation prior to 24 hours of a scheduled cablecast.
5. Taped repeats of live programs including emergency back-up tapes as specified above must comply with all rules and technical requirements governing tape submission to HMS.
6. A live show will not replay if the tape contains a call-in phone number that does not specify the live cablecast date.
7. Review copies of live programs (recorded as cablecast on the channel) are maintained at the HMS facility for (7) seven days after the program is cablecast live.
8. Live programs are covered by the Programming Contract regarding representation and warranties and other obligations concerning content.

## G. Showcase Program Scheduling

1. A Showcase is a collection of shows scheduled and promoted around a particular theme or topic. A showcase usually plays throughout a day, or may be spread over the course of a week or month and portrays the diversity in local production.
2. In addition to the showcases organized and sponsored by HMS (Black Heritage, International Women's Day, Cinco de Mayo, etc.), community producers may schedule and promote individual showcases on a space available basis.
3. Community producers should request showcases in writing to HMS staff as early as possible before the desired cablecast date. All tapes must be received by programming staff no later than 3 weeks prior to the scheduled cablecast date. Note: Additional guidelines are available from programming staff.

## H. Picking Up Tapes

1. Program tapes should be picked up from HMS within 4 weeks of the last scheduled cablecast. HMS is not responsible for tapes left after the 4 week period. HMS reserves the right to remove unclaimed tapes from storage and dispose of the tape at HMS' discretion. This may include recycling or disposal of the tape.
2. Tapes may only be retrieved by the person who owns the tape. No other person will be permitted to pick up tapes. Signature and identification are required at the time that tapes are picked up.

## I. Subsequent Sale or Distribution of Programs

1. Community producers are required to file a report with HMS staff on all compensation received from subsequent sale or rental of public access programs within 10 working days of receiving such compensation.

## J. Public Review of Access Programming

1. Houston's public access channel is recorded as a courtesy to the public and may be viewed by the public at the HMS center for a period of seven days after cablecast. Such tapes may not be available for copying and may be viewed only by prior arrangement. Only the producer of a show may give permission for copies.

## K. Program Content Feedback

1. Houston's public access channel will periodically carry announcements advising viewers who have questions or comments about any community access program to call or write to HMS. Producers and other members of the general public may make comments about community access programming by telephone, or in person on a customer feedback form. Staff will send a copy of the viewer response form to the program provider and will also keep a record of same at the HMS facility.

L. Program Content Complaints

1. HMS staff will document program content complaints in writing and maintain files of same. In the event that the complaining party threatens litigation, the program will be reviewed for Programming Contract compliance.

M. Technical Standards and Production Requirements

1. Programs submitted for playback on Houston's community access channel must conform to the technical standards and production requirements established by the City of Houston for cablecast. This information is available in writing at the HMS facility.

N. Promotion and Credits

1. Program credits have the following limitations:
  - a. HMS or City of Houston telephone numbers may not be used in the credits without permission or be listed as contacts for the community access producer, unless the aforementioned is the program provider or a "grant" requires such listing.
  - b. The producer may not list private phone numbers or addresses without prior consent. For additional information about sponsorship credits see the Sponsorship Guidelines available from HMS staff.

O. Archives

1. An archive of exemplary community programming will be maintained at the HMS Center for subsequent channel playback.
  - a. Criteria for selection
    - i. Producers may voluntarily offer their programs for archive use by checking the appropriate statement on the Programming Contract.
    - ii. Programs funded by HMS or other city related organizations will automatically be available for use in the archives.
    - iii. Award winners, theme night/special events, promotional, informational, and historical or model programs within a format, selected by staff and made available through written producer permission.
  - b. Use of Archives
    - i. The archives will be used for playback on Houston's community access channel and promotion of HMS resources. Copies of archive programs may also be made available for viewing in the HMS facility. Use of archival material for other purposes requires permission of the applicable copyright holder.

P. Channel Identification

1. Producers are encouraged to run a program slate at the beginning of each program. The slate is for channel identification purposes and is run as a service to the community. The identification helps new viewers find the same type of programming again.
2. Producers may encode a channel identifying “bug” within their program if they desire.

Q. Funding Access Programs and Sponsorship

Producers are encouraged to seek funding for the production of community access programs. Likewise, community groups are encouraged to develop supportive relationships with certified producers to promote the development of community programming. No access resources may be used for commercial purposes or for personal gain.

There are two categories of allowed funding of programs: sponsorship and non-commercial contracts. Any other receipt of funds by producers for community access production shall be considered commercial and not allowed.

1. Sponsorship

- a. Sponsorship is defined as financial or in-kind support given to a producer to facilitate expression and use of the access channel. Sponsorship is permitted with the understanding that it constitutes a donation to support the producer’s work and is not compensation for use of cablecast time or access resources.
- b. Funding sources may be credited within access programs according to the sponsorship guidelines. Any individual, business or institution that helps defray production costs may be given sponsor credits.
- c. Credits may be placed at the opening, logical mid-breaks and/or ending of programs with a maximum of two credit sequences per half hour programming and a maximum of four credit sequences per hour programming.
- d. Total credit time per half hour programming for all sponsors may not exceed 60 seconds.
- e. Producers are encouraged to use the following audio and/or video credit format: “The (following/preceding) community program is possible in part by a grant from (name, address)”
- f. The video portion of the credit may include 2 slides, pictures, and signs with character-generated graphics and/or logo, not to include product representations.
- g. The audio portion of the credit may include music.

Note. See HMS staff for the complete Sponsorship Guidelines handout.

## R. Non-commercial Contracts

1. Non-commercial contracts, or “Grants,” are defined as two-way agreements or relationships, wherein a certified producer performs production services on behalf of a non-commercial provider producer as a volunteer or in return for compensation (for example, a foundation grant). In essence, the certified producer facilitates the expression of the provider producer.
2. Such contracts are permissible, if the following conditions are met:
  - a. The provider producer is a not-for-profit entity as demonstrated by IRS tax exemption and/or recognition of non-profit status by another federal agency or the State of Texas.
  - b. The provider has registered with HMS as a community access “provider” by giving evidence as to their non-profit status, has paid the annual fee, has attended an access orientation session and has listed one or more certified producers as its agent.
  - c. Individual certified producers are sponsored by a tax-exempt agency that acts as a fiscal agent on their behalf.
  - d. Provider producers accept all responsibilities of the Programming Contract in exchange for individual expression on the channel. The provider producer’s use of the channel, and the certified producer acting as their agent, are both subject to the Rules and Procedures for programming and use of the HMS facility and resources. With regard to series time, a certified producer is limited to acting as such an agent for one (1) series slot, in addition to their one (1) regular series slot. (See section II.E.2.) The certified producer remains responsible for resource obligations and both the certified producer and the provider producer are subject to normal disciplinary actions under the programming and equipment contracts.
3. Producers must state on equipment contracts whether or not each use is on behalf of a community provider and, if so, designate a registered provider. Allegations of commercial use of resources or content will be determined by HMS on a case-by-case basis. Taped programs that receive complaints about alleged advertising or other commercial issues will be pulled for review by the Executive Director until such allegations can be substantiated or disproved.
4. Any breach of the rules concerning funding or sponsorship shall be treated as a major violation.

## S. Community Bulletin Board

The HMS Community Bulletin Board (**CBB**) is available for public service announcements (PSAs), non-commercial messages and the promotion of programs scheduled on the HMS channel. Houston organizations and individuals may submit PSAs to promote non-commercial events and services. (For CBB eligibility, see eligibility for facility use under Section I.) HMS staff reserves the right to edit announcements to fit the CBB space. Messages must be limited to one CBB page.

1. Procedures
  - a. CBB announcement submission forms are available at the HMS facility. Completed forms may be mailed, faxed or delivered to HMS.
  - b. CBB announcements should be received by noon on Wednesday of the week prior to scheduled cablecast.
  - c. The person submitting an announcement must provide their name, phone number and (if applicable) the name of the organization that they represent.
  - d. Each individual and/or organization is limited to a maximum of (4) four submissions per month.
  - e. Messages will not be accepted for events more than 60 days in advance of the date of receipt.
  - f. Producers may use the CBB services at no additional charge
  - g. Houston area residents are eligible to use the community bulletin board at no charge.
2. Content Requirements
  - a. The announcement text should include: who, what, where, when and a “For more information” phone number (unless it is promoting a specific public access program).
  - b. In cases where a phone number or address of any individual or organization is used, written permission for such use must be given by the individual or organization involved.
  - c. Announcements must include a start and stop date. Ongoing announcements must be resubmitted monthly.
  - d. Announcements may not include ticket prices but may state “For ticket information, call \_\_\_\_\_.”
  - e. Announcements may not solicit funds or mention prices in any way.
  - f. With the exception of staff-generated CBB announcements, community generated announcements may not include the HMS or WTP-TV name or logo.
  - g. All CBB announcements are subject to the Warranty Agreement provisions.

#### T. HMS Center Bulletin Boards and Flyer Racks

1. The staff at HMS will provide information about services and related activities on the bulletin boards and in the flyer racks at the facility. Producers may submit their own information for display, subject to the same content guidelines for programming.

### III. Rules Violations and Loss of Privileges

#### A. Definitions and Limitations

1. To ensure that the facility, resources and channel are available to the public in an equitable manner, this document provides detailed descriptions of major and minor infractions of the rules and procedures. In addition, any activity that is not in compliance with any of the rules and

procedures is considered a violation. **No one may use another person or agent to circumvent any of the HMS Rules and Procedures governing content, facility, resources and channel space. All violations remain part of the permanent client record, unless otherwise stated.**

2. Upon verification that any violation has occurred, staff will issue in writing a statement of disciplinary action, including an explanation of the appeal process and the possibility of offering volunteer service to HMS in compensation. Such notification shall be made within (15) fifteen days of the finding of a violation.
3. Any producer who engages in activities in the HMS facility that are harassing, threatening, purposefully detrimental or damaging to another producer, HMS staff member, or HMS resources will be asked to leave the building. The Houston Police Department may be called for assistance.

## B. Disciplinary Action

1. Major Violations
  - a. A major violation results in immediate suspension from the use of equipment, facilities and channel space. Where there is damage to or loss of equipment and/or facilities, the suspension is also in effect until compensation for damages is fulfilled.
  - b. The length of an initial suspension from equipment and facility use is 30 days. Subsequent suspensions are for 90 days and one year respectively. One year or longer suspensions may require re-certification.
2. Minor Violations
  - a. Some minor violations have fines attached to them. In some cases one may substitute 4 hours of community service at HMS for the fine.
  - b. In the case of minor violations one must clear the violation before further use of the HMS facility.
3. Contract Violations
  - a. Giving false information on an HMS Programming Contract will be considered an attempt to undermine Houston Media Source's contract with the city, and will result in a one year suspension.

## C. Violations of the Rules and Procedures

1. The following are considered major violations:
  - a. Abuse, vandalism or failure to safeguard equipment and facilities and, any and all abusive treatment to HMS staff as stated in Section IIIA.3. of this document.
  - b. Return of equipment in damaged or non-working condition.
  - c. Failure to return equipment for any reason.
  - d. Late return without notifying HMS staff where other producers are affected or more than 24 hours after scheduled check-in.
  - e. Use of equipment and facilities for any purpose not related to the production of programs for cablecast on Houston's public access channel.

- f. Removal or use of equipment from the equipment storage area, post production equipment or studio without proper check-out procedures and/or without signing an equipment contract.
  - g. Checking out or turning in equipment by a non-certified person—one whose name does not appear on the contract or for a producer on suspension.
  - h. Owing funds to HMS due to failure to pay for damaged equipment or unpaid fees.
  - i. Failure to conform with the provision requiring initial play of community access programs on Houston's community access channel.
  - j. Failure to report funds received from subsequent sale or rental of community access programs.
  - k. Accumulation of three (3) minor violations within a twelve-month period. A minor violation remains on a client's record for a twelve-month period.
2. The following are considered minor violations:
- a. Failure to cancel or claim a reservation of equipment and/or facilities. (Also incurs a fine equal to editing time reserved or one day ENG check-out)
  - b. Arriving more than fifteen (15) minutes late for editing time, equipment check-outs or returns without prior notification and approval by HMS staff.
  - c. Late return of equipment without authorized extension.
  - d. Failure to vacate editing facilities by the end of the reservation time without authorized extension.
  - e. Causing slight cosmetic damage or making equipment dirty during check-out.
  - f. Operation of equipment or use of facilities in an incorrect, unsafe or inappropriate manner which might result in damage.
  - g. Improper packaging of equipment for another producer unless otherwise approved.
  - h. Attempted equipment maintenance or disassembly.
  - i. Reserving or checking out equipment for another producer unless otherwise specified and approved.
  - j. Failure to submit a program for cablecasting on the HMS channel within production schedule limits.
  - k. Listing private phone or addresses on a program without the consent of the individual(s).
  - l. Phoning or visiting in-person Houston's access playback facility (Houston Municipal Channel facilities) without prior arrangement. All contact with master control staff regarding playback of shows at the Municipal channel is prohibited.
3. Any other violation pertaining to the written Rules and Procedures will be addressed with an informal oral or written notification

#### D. General Appeal and Grievance Procedure

- 1. A producer may make a grievance or appeal any disciplinary action by making a written statement to the HMS Executive Director. Any

restrictions in equipment use resulting from a disciplinary action remains in effect throughout the appeal or grievance process.

2. The Executive Director will investigate the circumstances surrounding the incident in question and return a written report and judgment to the producer within 10 working days. In disciplinary cases, the Executive Director may choose to reinstate the producer's right to use HMS resources following a term of volunteer services of no less than fifteen (15) hours.
3. The producer may, within 10 working days following the judgment of the Executive Director, continue the appeal or grievance with a written statement to the HMS Board of Directors.

#### IV. Amendments to the Rules and Procedures

- A. The HMS Executive Director is the responsible person for implementation of the HMS Rules and Procedures. Recommended amendments to the Rules and Procedures may be submitted in writing to the HMS Executive Director. The Executive Director may consider changes to the Rules where such amendments are deemed necessary to protect the availability of media resources for the residents of Houston.
- B. The HMS Board of Directors monitors the operation of HMS and makes recommendations for change only in circumstances where existing rules and procedures are not protecting the access to the media by Houston residents, the resources of Houston Media Source or the City of Houston.
- C. Normally, rule changes will take effect 30 days after notification to Producers (public posting and/or mailed notification) unless the changes require immediate action.

Effective: December 15, 2005