



# **WSCS POLICIES AND PROCEDURES**

Revised 2014



## WSCS POLICIES & PROCEDURES

### **PURPOSE:**

The primary purpose of WSCS is city government broadcasting (Common Council meetings and local government information) and the broadcasting of community programming produced or obtained by WSCS. Public access is provided only as time and facilities permit. WSCS equipment is owned by the City of Sheboygan and is reserved primarily for use by the WSCS staff and volunteers. Except as otherwise provided in any lease of studio space, the guidelines established herein govern WSCS operations and the use of WSCS equipment.

### **DEFINITIONS:**

**ADVERTISING MATERIAL** - Any material designed for the sale of commercial products or services, including advertising by, for, or on behalf of candidates for public office or the solicitation of donations, remuneration, or barter.

**BROADCAST** - Video and audio signals sent via a cable system, U-Verse and streamed on Internet.

**COMMUNITY PROGRAMMING** – Programming produced or obtained by the WSCS TV Director and staff and volunteers for broadcast on WSCS, Charter, AT&T U-Verse and on [www.wcssheboygan.com](http://www.wcssheboygan.com)

**COPYRIGHT** - The exclusive legal right of publication, duplication, imitation, or sale of literary, musical or artistic work.

**DIRECTOR** – WSCS Director, City of Sheboygan.

**LOTTERY** - Any promotion, raffle, contest, or other program which involves the elements of prize, chance, and consideration as determined under applicable local, state or federal laws.

**OBSCENE, INDECENT, and/or LIBELOUS MATERIAL** - Any material in a program and/or presentation which would be deemed obscene, indecent, or libelous by local community standards or by standards established by any federal, state or local regulation, court ruling, or law applicable to cable television.

**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."

**INDECENCY** - The Federal Communications Commission has 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 of organs.

**LIBEL** - Defamation by publishing or broadcasting that may expose the subject to public hatred, shame or disgrace.



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LIVE- Broadcast live on Charter, AT&T U-Verse and streamed/Internet on WSCS as event takes place.

PUBLIC ACCESS PROGRAMMING – Governmental, educational, religious or special community interest programming produced by individual citizens for WSCS.

STREAMING VIDEO- Is audio/video content sent in compressed form over the Internet and displayed to viewers in real time.

STUDIO - The space occupied by WSCS for city government, community and public access programming.

USER - Any individual who is not an employee of WSCS, group, or organization which utilizes WSCS facilities and/or equipment for the production of a public access program.

WSCS - A broadcast channel dedicated to city government and community programming.

### GENERAL OPERATING GUIDELINES:

1. The administration of WSCS and use of the studio and equipment will be under the supervision of the Director or designated authority at all times. Any conflict in scheduling, use of equipment, or programming will be resolved with the Director or designated authority having final authority.
2. WSCS equipment and facilities shall be available to City of Sheboygan residents, for non-commercial, non-discriminatory programming on a first-come, first-served basis at no charge, as scheduling permits.
3. All reservations for studio time or channel access time must be made one month in advance. Studio time and channel access time will be limited at the discretion of the Director or designated authority.
4. The multi-camera system in the Council Chambers at City Hall may only be operated by those individuals authorized by the Director or designated authority.
5. No smoking, eating, or drinking is allowed at any time in the WSCS studio.
6. The Director reserves the right to remove disruptive individuals and those suspected to be under the influence of alcohol and/or controlled substances from the WSCS studio.

### EQUIPMENT:

1. All users shall be cleared by the WSCS Director or designated authority prior to usage of WSCS facilities or equipment.
2. WSCS facilities and equipment may only be used for programs to be broadcast on WSCS or by UW-Sheboygan educational classes. WSCS facilities and equipment shall not be used for personal or private use or gain.
3. Any user of WSCS facilities or equipment must submit a proposal and program for broadcast within one month of use of said facilities or equipment or pay rental charges for equipment used and replace any media storage/ tapes which may have been used.



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4. WCS shall be informed of a cancelled equipment or studio reservation as soon as possible.

### PRODUCTION/PROGRAMMING:

1. Scheduling of programs on WCS is the responsibility of the Director or designated authority. The Director will consider time slot, anticipated audience, and diversity of programming when scheduling.
2. At the discretion of the Director or designated authority WCS live coverage of local government meetings may preempt any regularly scheduled programming.
3. Non produced WCS programming, other than purchased/free film services, must have a local individual or group sponsor accept responsibility for the program. Users who sponsor these programs must have their signed **copyright release** in the WCS office a minimum of one week prior to any broadcast of their program on WCS.
4. All locally produced programs must be in the WCS office 24 hours in advance of the scheduled broadcast time. A signed User Statement of Compliance, copyright release and release of all other rights is required for broadcast on WCS. All program rights belong to WCS.
5. Every program produced by a user will list the user as the producer in all credits at the end of the program. If the program is imported and being sponsored by a user, WCS will list the user as sponsor in the credits.
6. Programming which may be unsuitable for all viewing audiences, as determined by the Director, will be broadcast only after 9:00 p.m. A viewer discretion warning will be placed on the screen prior to the beginning of the program.
7. The user shall bear sole responsibility for the production, content, and programming produced under his/her direction for broadcast purposes. This responsibility includes libel, defamation, copyright, and any other legal accountability. The user's signature on the User Statement of Compliance indicates his/her acceptance of this responsibility.
8. Individuals under the age of 18 shall have a parent or guardian's signature on file indicating the adult takes full legal responsibility for the program and actions of the minor. School authorized classes/functions under the supervision of a teacher are excluded from this requirement.
9. User produced programming funded, sponsored or underwritten by any individual, business or organization shall be acknowledged with a credit at the completion of the broadcast. No addresses, slogans or descriptive phrases may be used.
10. All programs produced with WCS equipment must include a WCS credit at the completion of the program.
11. WCS will not sell or commercially distribute a user's work without written permission from that user.
12. All media submitted for broadcast will be reviewed for content and technical quality by the Director. All program media, tapes, DVD's, and flash drives must be able to deliver a clear, unbroken audio/video signal.



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13. User produced programming shall not include advertising material designed to promote the sale of commercial products or services including advertising by, for, or on behalf of candidates for public office.
14. WSCS may choose to approach businesses to sponsor or underwrite special programs such as high school sports, community parades, civic events, etc. Commercial advertisements would be allowed during these events if the event is produced by WSCS.
15. No program, production or presentation shall be broadcast which directly or indirectly involves any lottery.
16. No programming shall be broadcast which involves any obscene or indecent materials. Users are urged to be familiar with the following types of speech unprotected by the Constitution which traditionally have not received full First Amendment protection: obscenity, "fighting words", defamation, libel, and words which create a clear and present danger of imminent lawless action.

### FEES & CHARGES:

1. WSCS will establish fees for the reproduction of tapes and other services which reflect the cost of use of equipment, materials, and labor. Fees for governmental or educational institutions may be waived at the discretion of the Director.
2. When WSCS cannot cover an event due to budget constraints, the party involved may choose to pay a fee to cover WSCS production expenses, provided the program meets the regulations contained herein.
3. Any user who produces a video/audio production at no cost through WSCS facilities and subsequently sells the production agrees to pay WSCS the production rates in effect at the time of the production in addition to paying five percent (5%) of the total revenues derived from said production(s) to WSCS. The user's signature on the User Statement of Compliance indicates acceptance of these terms.

### DISCIPLINARY ACTION

- 1) The Director or designated authority reserves the right to deny usage of WSCS facilities and equipment on a temporary or permanent basis or to initiate referrals for legal action to the City Attorney against users interfering with or jeopardizing WSCS operations. This shall include all policies and procedures under which WSCS provides equipment, facilities, channel space, or other services.
- 2) WSCS may request an individual to vacate WSCS facilities under any of the following circumstances:
  - a) The individual appears to be under the influence of alcohol or controlled substances, or consumes, sells, or dispenses alcohol or controlled substances on WSCS premises.
  - b) The individual interferes with the orderly conduct of WSCS staff, activities, facilities, or
  - c) programs.



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- d) The individual is currently denied usage of WCS facilities.

### **CLAIMS (STATEMENT OF COMPLIANCE):**

The user is responsible for any claims arising out of the use of WCS equipment and/or facilities and agrees to indemnify and hold harmless WCS staff and the City of Sheboygan against any such claims or any claims arising out of the use of the program material to be broadcast or any breach of the user's signed statement of compliance, including but not limited to any claims in the nature of libel, slander, invasion of privacy or publicity right, non-compliance with applicable laws, and unauthorized use of copyright material. The user is responsible for obtaining all necessary clearances and arrangements with program owners and all necessary ownership and royalty rights including copyright and performing right. The user will bear all responsibility for program content and any consequences of program production and distribution on WCS.

### **APPEALS**

Any individual adversely affected by an action or decision of the Director or designated authority may appeal to the Sheboygan Common Council Finance Committee. The appeal shall be in writing and filed with the City Clerk within five (5) days of the action or decision appealed. The Finance Committee shall render a decision within thirty (30) days of the appeal.



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### USER STATEMENT OF COMPLIANCE

1. I have read and agree to comply with WSCS Policies and Procedures.
2. I am thoroughly familiar with the content of the program material to be recorded and/or broadcast and agree that it complies with the aforementioned WSCS Policies & Procedures. Also, it will not contain:
  - 2.1. Obscene/Indecent/Libelous material.
  - 2.2. Commercial advertising.
  - 2.3. Any lottery, or any advertisement or information concerning any lottery.
  - 2.4. Any promotional material concerning products or services presented for the purpose of any solicitation of money or other things of value, unless specifically exempted under the terms of this document.
  - 2.5. Political endorsements.
  - 2.6. Any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright or which might violate any local, state or federal law.
3. I assume full responsibility for the content of all broadcast program material and will ensure that such program material will not violate any right of any third party.
4. Before the programming material is broadcast I will have obtained or will obtain all approvals, clearances, licenses, etc., for the use of any program material which I broadcast, including but not limited to; approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers representatives, all persons appearing in or referred to in the program material, and any other approvals that may be necessary to transmit program material over WSCS.
5. I shall defend and hold harmless the City of Sheboygan and its officers, agents and employees against any claim, suit, damage, penalty, or liability arising out of, resulting from, or related to the material I broadcast or any breach of this User Statement of Compliance, including, but not limited to, any claims in the nature of defamation, libel, slander, invasion of privacy or publicity right, plagiarism, fraud, non-compliance with law or unauthorized use of copyrighted material. I understand that I may be criminally or civilly liable for performing or producing material which is broadcast.
6. I agree that I shall not represent myself or any other person involved in community access broadcasting or productions as an employee, representative, or agent of WSCS, the City of Sheboygan or any video service provider.
7. I agree to pay the costs of any repair or replacement of WSCS equipment or materials which the WSCS Director or designated authority finds to be missing or damaged due to my misuse or negligence.
8. I shall not use WSCS equipment or facilities for any financial gain or other commercial purpose. I understand that programming produced with WSCS equipment or facilities must appear on WSCS. Furthermore, if I produce a video/audio production at no cost through WSCS facilities and



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subsequently sell said production, I agree to pay WCS the production rates in effect at the time of the production in addition to paying five percent (5%) of the total revenues derived from said production to WCS.

9. I understand that false or misleading statements made in this application are grounds for forfeiture of the right to use WCS equipment and facilities.

After acceptance by the WCS Director or designated authority, this application is nontransferable.

Brief Description of Type of Programming and Content \_\_\_\_\_

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Signature of Applicant

Date

Print Full Name

Name of Organization

Applicant's Address

City/State/Zip Code

Phone Number

Cell Phone Number

Email Address

### For WCS Use Only:

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Date \_\_\_\_\_

Reason \_\_\_\_\_

Signature of WCS Director or designated authority \_\_\_\_\_