

# 3 STATE MEDIA COMMUNITY CENTER

**Empower • Create • Connect**  
**Your voice, our community.**

## POLICIES & PROCEDURES

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## **INTRODUCTION**

### **Mission Statement**

The 3-State Community Media Center is dedicated to empowering individuals, businesses, and organizations in our region to tell their stories, share their ideas, and enhance their audience engagement through accessible and innovative media technology. We provide resources, training, and opportunities that cultivate creativity, promote collaboration, and bolster community engagement. By serving as a hub for media content creation and expression, we strive to connect and enrich our region while promoting creativity, media literacy, and a sense of community.

### **About 3 State CMC**

The 3 State Community Media Center is regional creative media facility located on the Frostburg State University campus in Frostburg, Maryland. It is physically housed within the Gira Center for Communications and Information Technology and is operated through the Department of Digital Media and Visual Arts (an academic unit within Frostburg State University).

Address: 101 Braddock Road, Frostburg, MD 21532

Email: [3statecmc@frostburg.edu](mailto:3statecmc@frostburg.edu)

Web: [www.frostburg.edu/3statecmc](http://www.frostburg.edu/3statecmc)

The 3 State CMC is a member-driven and regionally oriented operation. All 3 State CMC Members (Affiliate or Associate levels), once approved and as scheduling allows, will have access to a variety of training sessions and workshops, a fully equipped 5-camera high-definition television studio, an audio podcasting suite, electronic field (audio and video) production (EFP) equipment, and computer editing workstations. Associate Members will have access to the above (at discounted rates). In addition, Associate Members will also have access to social media member groups, 3 State CMC publications and materials, and special events.

The 3 State CMC, as part of the Department of Digital Media and Visual Arts is also connected with FSU-TV3, (FSU's Educational Access television station transmitted on Xfinity Cable Channel 3 and TV3's mobile app and online platforms). Members wishing to create noncommercial programming may be invited to produce and transmit programming through these channels.

## **MEMBERSHIP**

### **Membership and Certification**

3 State CMC membership is available to persons, organizations, and/or businesses in the 7-county region (Allegany, Garrett, and Washington Counties in Maryland, Cambria and Somerset Counties in Pennsylvania, and Hampshire and Mineral Counties in West Virginia). Persons, organizations, and/or businesses outside of this area may request membership. Such requests will be granted only as Center capacity allows.

There are two primary membership levels of the 3 State CMC membership: Affiliate and Associate.

Associate Membership requires an annual fee and membership renewal. This fee provides Associate Members with discounts on equipment/facility rental and training session fees, priority reservation/scheduling, and access to exclusive membership materials and events.

Affiliate Membership is free but also requires annual renewal. Affiliate Members may also access Center equipment, facilities, and training. These services, though, will not be discounted and Affiliate Members will not receive equipment/facility/training scheduling priority.

#### **To become a certified 3 State CMC Member, you must:**

- Register as a 3 State CMC Member online at \_\_\_\_\_ or in-person.
- Meet with a 3 State CMC staff person and provide a valid photo ID with proof of residency (P.O. boxes are not acceptable validating addresses). Individuals under 18 years of age are required to have a parent/guardian's signed authorization for membership.
- Pay an annual, nonrefundable, fee (associate membership only).
- Read, agree to, and sign the 3 State CMC Membership Agreement form.
- Attend a 3 State CMC orientation.
- Understand that the 3 State CMC offers access to a wide variety of production tools (facilities and equipment). Access to much of this will require additional certification beyond the 3 State CMC orientation process (see section IV.C).
- Adhere to the Member Code of Conduct. As a 3 State CMC Member, you agree to:
  - Take full responsibility for the content of any programming that you produce, stream, or distribute on the University's Educational Access cable channel (transmitted via Xfinity Cable and online platforms).
  - Take full responsibility for your production, including show content and the behavior of your crew, talent and guests.
  - Respect other members that are using 3 State CMC resources.
  - Treat 3 State CMC equipment and facilities with respect and care.
  - Make and cancel reservations in a timely manner.
  - Maintain up-to-date contact information.
  - Treat 3 State CMC and University faculty, staff, students, and guest with courtesy.
  - Comply with all 3 State CMC Policies and Procedures.

**Failure to comply with these or any other responsibilities identified in the 3 State CMC Policies and Procedures document may result in suspension or termination of membership.**

## **Nondiscrimination**

No person or organization will be denied 3 State CMC membership, training, equipment- use, facilities- use, or programming time on the basis of race, sex, age, physical or mental disability, national origin, citizenship status, religious or political belief or affiliation, sexual orientation, gender identity and expression, marital status, status with regard to public assistance, status as a disabled veteran and/or veteran of the Vietnam Era or any other characteristic protected by federal, state or local law .

## **Training, Equipment and Facilities**

All training sessions, workshops, equipment and facility use must be reserved in advance through the online scheduling system at \_\_\_\_\_ or by contacting a 3 State CMC staff person by email or phone. Reservations are not considered official until members receive confirmation from 3 State CMC staff.

Training at 3 State CMC is done through a combination of workshops, tutorials, one-on-one sessions, and individual hands-on work. 3 State CMC strives to customize training efforts to best meet the needs and goals of its Members. Additional fees may apply for certain training sessions, workshops, and/or equipment.

## **FSU-TV3 Program Scheduling**

All programs created by 3 State CMC Members may be submitted for distribution through FSU-TV3's platforms (Xfinity cable channel 3, FSU-TV3 mobile app, and online and social media platforms). The final decision whether to distribute contact through FSU-TV3 rests with the FSU-TV3 cable channel manager. All decisions are final.

## **Right to Refuse Service**

The 3 State CMC is part of the Department of Digital Media and Visual Arts (an academic unit of Frostburg State University). Department faculty, staff, and/or 3 State CMC personnel reserves the right to refuse access to facilities and/or equipment to any person that does not adhere to stated policies and procedures. 3 State CMC and Department faculty, staff, and/or appropriate University personnel, reserves the right to ask anyone to leave the facility if he/she is behaving in a way that adversely affects department and/or facility operation, is aggressive or threatening in nature, or unreasonably interferes with another Member's ability to use the facilities. Since the 3 State CMC is an extension of Frostburg State University's Department of Digital Media and Visual Arts and that student instruction is the primary mission of the Department, all 3 State CMC activities are prioritized behind the instructional delivery and student support work of the Department.

Proof of eligibility and/or basic equipment competency may be required at any time. The 3 State CMC and the Department of Digital Media and Visual Arts reserves the right to refuse to air/transmit any program or provide any service if satisfactory proof of eligibility and facility/equipment usage competency cannot be provided.

## **CONTENT CREATION/DISTRIBUTION**

### **Ownership/Copyright**

3 State CMC Members retain ownership of all video content that they produce with 3 State CMC facilities or equipment. Anyone who uses 3 State CMC facilities or equipment in the production of video content agrees to grant 3 State CMC the non-exclusive right to cablecast or otherwise transmit the content on Xfinity cable channel 3, the web, and/or social media sites, and to use the content for promotional purposes (see section III.B).

3 State CMC Members agree to include a 3 State CMC credit in all content that is produced using 3 State CMC facilities or equipment (see section V.C.).

### **Nontraditional Copyright Licenses**

The 3 State CMC encourages Members to amend the rights to their property under traditional copyright laws in a manner that is consistent with the 3 State CMC's mission of public or universal access to content.

The 3 State CMC encourages Members to use organizations, such as [Creative Commons](#), which provide, at no cost, public copyright licenses for content produced with 3 State CMC resources. These licenses permit some rights to be reserved by the producer, while allowing greater public access to the content. With a Creative Commons or similar license, 3 State CMC Members retain the rights to their work product but allow people to copy and distribute their work according to a set of conditions determined by the producer of the work. Since 3 State CMC resources are reserved, in part, noncommercial purposes and for sharing content with the surrounding community, we believe licenses similar to the model created by Creative Commons help promote access to important information through expanded distribution of locally created content.

## **USE OF EQUIPMENT AND FACILITIES**

### **Orientation**

3 State CMC orientation is required for membership and is a prerequisite for use of any 3 State CMC resource, without exception. The orientation acquaints new Members with 3 State CMC's mission, policies, procedures, and the available production equipment, facilities, and training opportunities. Orientation may be required of established Members when/if sufficient changes to the function and/or mission of the 3 State CMC occurs. The decision whether to require orientation of established Members is the sole discretion of the 3 State CMC.

### **Training Seminars/Workshops**

Beyond the required orientation, the 3 State CMC provides additional training seminars and workshops on a regular basis (see 3 State CMC 's website at [www.frostburg.edu/3statecmc](http://www.frostburg.edu/3statecmc) for a list of available trainings and workshops). Some of training and workshops are offered more frequently than others, based upon Member demands. 3 State CMC Members may request specific training at any time. All requests will be considered and determined based on staff availability and expertise and facility availability.

### ***Training***

Prior to accessing any 3 State CMC equipment or facilities a certain level of proficiency must be demonstrated. Typically, such proficiency will be demonstrated through passing one or more 3 State CMC training sessions. If a Member can demonstrate (through previous education and/or employment activities) that they have a working knowledge of equipment/facilities available at the 3 State CMC, a written test may be administered. In all cases, though, a successfully completed 3 State CMC orientation session is required prior to utilizing any 3 State CMC equipment or facilities. This orientation acts as a prerequisite for additional certification/training. Additional levels of certification/training are required for use of 3 State CMC facilities or equipment depending upon the equipment/space that is desired to be used. Certification/successful training is valid for the duration of the membership period (typically 12 months); however, recertification will be required for new equipment and/or operational upgrades regardless of certification/training completion.

### ***Workshops***

In addition to certification/training sessions, the 3 State CMC will offer workshops on non-technical aspects of media content creation (and other communication practices). These workshops will not serve as prerequisites to equipment/facility use and will be offered based on community desire and staffing/scheduling availability.

### **Scheduling Equipment and Facilities**

Upon completion of orientation, Members may begin using 3 State CMC equipment and facilities for which they are certified (see section IV.C). Equipment and facilities reservations are available to certified 3 State CMC Members on a first-come, first-served basis with priority given to Associate Members.

The 3 State CMC operates by appointment only. Equipment and/or facilities reservations may be made with a 3 State CMC staff member online, by phone, or in person. 3 State CMC prohibits making reservations by leaving messages via email or voicemail. No reservation (or change to a reservation) will be considered official until confirmed by a 3 State CMC staff person. A 3 State CMC Member

arriving more than 30 minutes late for a reservation, without notifying 3 State CMC staff of tardiness, automatically forfeits the reservation. Reservations must be made at least 48 hours in advance and will only be confirmed during normal working hours. Reservations for 3 State CMC equipment and facilities may be made up to three months in advance.

3 State CMC Members who wish to cancel an equipment or facilities reservation are asked to notify staff as soon as possible so that those resources may be made available to other 3 State CMC Members. Notification of any cancellation is required 24 hours prior to the start of the reservation time. Note that 3 State CMC Members who cancel more than three reservations (of any kind) within a 60-day period without providing at least 24 hours' notice prior to the reservation start-time may be subject to suspension or termination of membership.

## **Reserving Equipment and Facilities**

The 3 State CMC maintains a production studio facility, training and post-production workstations, and an equipment inventory that are accessible to certified 3 State CMC Members upon availability. Equipment and facility use are limited to 3 State CMC operational hours and staffing availability.

### ***EFP Equipment***

Electronic Field (audio and video) Production (EFP) equipment (cameras, microphones, lights, etc.) can be used for remote productions and may be reserved for a period not to exceed 48 hours and is limited to once a week upon availability.

### ***Rental Procedures***

3 State CMC Members are required to complete an EFP Equipment Rental Form before using 3 State CMC equipment for remote shoots. By signing the form, the member agrees to reimburse 3 State CMC for all damage to, or loss of, any 3 State CMC equipment caused by neglect, abuse, theft, or other causes that occur while the equipment is assigned to the Member.

3 State CMC Members who have reserved EFP gear are required to arrive at the appointed checkout time. Because pick-up and return times for EFP equipment are often time-sensitive, it is imperative that Members precisely honor their reservation times regarding EFP equipment. Equipment return times are indicated on the EFP Equipment Rental Form.

3 State CMC Members are responsible for determining that EFP equipment is in good working order at the time of checkout. It is strongly advised that Members set up and test all equipment before leaving the 3 State CMC facility. Members must inform 3 State CMC staff of any malfunctioning or damaged equipment upon the equipment's return.

### ***Equipment Check-In***

3 State CMC Members are required to return all equipment at the check-in time specified on the EFP Equipment Rental Form. 3 State CMC Members must also report to staff any equipment malfunction or damage upon returning the gear to 3 State CMC. 3 State CMC staff must sign the EFP Equipment Rental Form to complete the equipment check-in process.

Occasionally, equipment pick-ups and returns take place during hours when only one 3 State CMC staff member is present and that person is engaged in something that requires her/his attention (e.g., a studio production). 3 State CMC Members should be aware that they may have to wait until the staff member can take the time to check-in all rented equipment. It is not acceptable to leave gear unattended at 3 State CMC without going through the check-in procedure.

### *Equipment Malfunctions/Unavailability*

If equipment malfunctions or becomes unavailable for any reason, 3 State CMC Members with active reservations for that equipment will be notified as soon as possible. Members should be aware that, despite the best efforts of 3 State CMC staff, sometimes equipment becomes unavailable on short notice. In these instances, staff will strive to meet Members' needs as far as possible under the circumstances.

### **3 State CMC TV Studio**

The 3 State CMC and the Department of Digital Media and Visual Arts (through Frostburg State University) maintains a 5-camera, high-definition television studio for Member rental. Prior to scheduling this space, scheduling Member(s) must have a "pre-production" meeting with a 3 State CMC staff member to determine equipment and crew/staffing needs for the rental period. All studio equipment operators during the entire reservation period must be fully certified Members, 3 State CMC staff and/or appropriately trained Department of Digital Media and Visual Arts students. Ordinarily, Members may schedule only one studio session per week, with each session not to exceed 5 hours. By special request and when scheduling and staffing allows, Members may rent the studio for an entire day.

A basic TV studio reservation will require at least basic 3 State CMC staff supervision. The designated 3 State CMC staff member may offer a minimal level of basic production support. When needed or desired and available, additional faculty, staff, and/or student crew may be hired for additional assistance. The need for additional crew will be determined based on the pre-production meeting. Such determination is made by the 3 State CMC. The 3 State CMC has the right to cancel/amend reservations if it is determined that appropriately trained staffing is not available.

3 State CMC Members are strongly encouraged to recruit other certified members as crew for studio shoots. The producer must be present (and fully trained) for all studio productions.

3 State CMC Members are required to complete a pre-production meeting with a designated 3 State CMC staff member before using the studio. As soon as possible, following the pre-production meeting, a final cost (including needed equipment and crew) will be presented to the Member. If it agreeable, the Member must complete and sign the TV Studio rental/reservation form. By signing the form, the member agrees to reimburse 3 State CMC for all damage to, or loss of, any 3 State CMC equipment caused by neglect, abuse, theft, or other causes that occur while the TV Studio and/or equipment is assigned to the Member.

3 State CMC Members who have reserved the TV Studio are required to arrive at the appointed start time. Because reservations and facilities usage are often time-sensitive, it is imperative that Members precisely honor their reservation times regarding use of the TV Studio. Should the Member require additional time, beyond the reservation period and assuming the space and staff/crew is available, additional charges will be applied as outlined in the rental pricing information.

If television studio equipment malfunctions or becomes unavailable for any reason, 3 State CMC Members with active reservations for the studio will be notified as soon as possible. Members should be aware that, despite the best efforts of 3 State CMC staff, sometimes equipment becomes unavailable on short notice. In these instances, staff will strive to meet Members' needs as far as possible under the circumstances. It is strongly advised that Members set up and test all equipment at the beginning of the reservation period. Members must immediately inform 3 State CMC staff of any malfunctioning or damaged equipment.

3 State CMC Members are required to shut down and return all TV Studio equipment to its designated space at or before the end of the reservation period.

### ***Computer Workstations and Media Storage***

Upon completion of training, 3 State CMC Members will have access to computer workstations for their post-production needs. Workstations may be reserved no more than twice per week and shall not exceed three hours per editing session unless otherwise authorized by staff. There is a limit of two people at each workstation unless prior permission is granted by staff.

3 State CMC Members are encouraged to provide a properly labeled, portable external hard drive for their programming elements (video, audio, graphics, etc.). The 3 State CMC recommends regular and thorough backups of all media on personally owned storage drives. The 3 State CMC maintains media storage drives for Member use, but cannot be responsible for lost or damaged content that is stored on 3 State CMC media storage drives

### **Eating/Drinking/Smoking in the 3 State CMC Facility**

Smoking, alcoholic beverages, and controlled substances are prohibited in 3 State CMC and Departmental facilities. Food and beverages are not allowed at computer workstations and may only be allowed in the production studio with prior approval of staff (generally, only when the food/beverage in question relate to the content being produced, e.g. cooking shows, etc.). 3 State CMC Members who spend many hours at a time in the facility may wish to bring a meal. Eating and drinking in the general common area is permitted, but users must clean up after themselves.

## PROGRAMMING ON THE FSU-TV3 EDUCATIONAL ACCESS CHANNEL AND ONLINE PLATFORMS

FSU-TV3, an Educational Access channel available on Xfinity cable channel 3 and through various online and mobile platforms, will consider sharing appropriate noncommercial programming produced by 3 State CMC Members. This section outlines procedures for submitting programming for playout on FSU-TV3's various outlets. Here are some basics to keep in mind:

- All noncommercial 3 State CMC Member-produced content can be considered for playout on Xfinity cable channel 3 and/or one or more of FSU-TV3 online/mobile platforms.
- Member-submitted content reflects only the views, tastes and standards of the 3 State CMC Members who submitted the programming and do not necessarily reflect the views, tastes or standards of 3 State CMC staff, FSU-TV3, the Department of Digital Media and Visual Arts, or Frostburg State University.
- Because FSU-TV3 is an Educational Access channel, pre-screen programming and/or some level of editorial decisions regarding programming that is submitted by Members may be made.
- 3 State CMC Members who submit programming content for playout bear all legal responsibility for the content that they submit.
- 3 State CMC and FSU-TV 3 staff reserve the right to accept programming content from any local or non-local resource. There is no real or perceived order of priority. All FSU-TV3 programming decisions are the sole domain of the FSU-TV3 manager.

All 3 State CMC programming must be accompanied by a signed Program Submission Form (minors must have a parent or legal guardian sign). The party signing the Program Submission Form assumes all responsibility for the programming content. The party submitting the content must also have a 3 State CMC Member Agreement form on file with 3 State CMC.

### Restricted Content

Programs submitted for playout on any of FSU-TV3's playout services may be subject to the following restrictions.

#### *Commercial Content*

Commercial content, including programming or advertising, is strictly prohibited. Commercial content is defined as material directly promoting the sale of products or services that are offered by any participating member of the given program (including guests). This policy does not prevent producers from recouping production costs through underwriting partnerships.

#### *Solicitation of Funds*

FSU-TV3 does not permit its cable channel to be used for the solicitation of funds unless such funds are tax deductible donations to the 3 State CMC, FSU-TV3, the Department of Digital Media and Visual Arts, and/or Frostburg State University.

#### *Adult Content*

The 3 State CMC defines adult content as any legal content of a sexually explicit or graphically violent nature. Programming that contains adult content, ***if scheduled***, will be scheduled for playout between 11 p.m. and 5 a.m. (when children are less likely to see it) and/or on online platforms. If there is a question about whether a program includes adult content, a determination will be made by 3 State CMC and FSU-TV3 staff. Any program that contains adult content must include a viewer advisory immediately prior to the beginning of the program, stating:

The following program contains material that some viewers may find objectionable, offensive or inappropriate for viewing, particularly by children. The community producer/sponsor who submitted this program for playout is solely responsible for its content. The views, opinions and content of this program do not necessarily reflect the views or opinions of the 3 State CMC, FSU-TV3, the Department of Digital Media and Visual Arts, or Frostburg State University. For more information about this program or 3 State CMC content policies, call (301) 687-3049.

The viewer advisory must be read aloud and/or displayed on-screen for a minimum of 20 seconds. Responsibility for including the viewer advisory rests with the program's producer.

The decision to playout content on any FSU-TV3 platform rests exclusively with the FSU-TV3 manager regardless of the nature of the content.

### *Prohibited Content*

The 3 State CMC and FSU-TV3 reserves the right not to transmit or publish any content that does not comply with federal, state, or local law, or any of the policies and procedures discussed in this document.

3 State CMC staff and cable operators (including, but not limited to, FSU-TV3 and Xfinity) are prohibited by statute from cablecasting obscene material and 3 State CMC and FSU-TV3 staff reserve the right to refuse to playout any program that it reasonably determines may contain obscene or otherwise prohibited content. 3 State CMC and FSU-TV3 staff may consult with the cable operator, law enforcement, or other entities as needed when there is reason to believe a program may contain obscenity.

3 State CMC and FSU-TV3 staff will not playout “indecent” speech, (as defined by applicable federal and state law), unless safe harbor time restrictions, parental advisories, or other methods are utilized to ensure that such programming is not viewed by minors.

3 State CMC Members are responsible for ensuring that the content of their programming complies with all applicable laws. 3 State CMC and FSU-TV3 staff will not provide advice to Members regarding their legal obligations.

### **Technical Requirements**

Programs submitted to 3 State CMC for playout must meet certain minimum technical requirements. If you are unsure whether your program meets these technical requirements, you may ask 3 State CMC staff for assistance.

All programming submitted to 3 State CMC and FSU-TV3 must include a 3 State CMC Episode Submission form that includes the following, legible information (at a minimum):

- Member's Name
- Program Title
- Episode Name/Number (if applicable)
- Total Running Time (accurate to the nearest second)
- Programming Time Requested
- Description of Program's Content Indication of Restrictions and/or Disclaimer

### **3 State CMC Credit**

The following statement must be included in the end credits of all Member-produced programming that is submitted for 3 State CMC and FSU-TV3 payout:

This program was produced with resources provided by the 3 State Community Media Center as part of the Department of Digital Media and Visual Arts at Frostburg State University in Frostburg, Maryland.

## **Scheduling**

3 State CMC staff will schedule programming on FSU-TV3's cable channel and/or online/mobile platforms in a fair and equitable manner and at the sole discretion of the FSU-TV3 manager. Member producers may submit requests for programming time slots with the understanding that not all requests can be accommodated, but a reasonable effort will be made to accommodate all requests. Programming time slots are subject to change and 3 State CMC staff will do their best to notify Members if this should occur.

3 State CMC Members who have a regular, repeating time slot must submit new content for that time slot at least two weeks prior to its scheduled/desired time along with an Episode Submission Form.

When scheduling programs, 3 State CMC staff will make every effort to use the following priority list as a guide. The list is from highest to lowest priority. The particulars of how time slots are distributed may change as demand increases or decreases.

Student-Produced Programs  
Member-Produced Programs  
Outsourced Programs

3 State CMC Members should be aware that this list is only a guide and that situations may occur in which 3 State CMC and/or FSU-TV3 staff must make a judgment call regarding scheduling.

## **Underwriting Partnerships**

3 State CMC Member producers may give on-screen credit to an individual or organization that underwrites any of the production costs and/or materials associated with the content's creation so long as said individual or organization consents in writing, a copy of which must be provided to 3 State CMC staff in advance of the payout date. Credit may be given through the use of a title at the beginning and/or end of the program that identifies the contributor and includes the language:

"This program is underwritten in part by.."

Each display shall be no longer than 15 seconds, and may include the contributor's name, address, telephone number and website address. A corporate logo or photo/video of a business may be used as well. **No Call-to-Action may be read or displayed.**

## **Repeating Old Programming**

Active 3 State CMC Members who maintain a timeslot for a currently running program may submit "repeat" episodes of that program to run in the program's existing time slot. Repeat episodes are limited to two consecutive months of play out time for active members.

Members who no longer maintain a timeslot or active status may resubmit episodes of an old production that had previously run on FSU-TV3. Old episodes that are submitted in this way will be given a new time slot and are subject to all the same scheduling and payout policies specified elsewhere in this document.

3 State CMC and FSU-TV3 staff reserves the right to or not to re-air programming of inactive Members.

## **Media**

### *Producer-Provided Media*

Members must assure 3 State CMC staff that any content provided that is intended for playout on the FSU-TV3's cable access channels and/or online platforms is of a quality sufficient to prevent technical issues with media servers.

It is the responsibility of 3 State CMC Members to provide thorough content information for all submitted programming (title, producer's name, running time, etc.), regardless of the medium on which the content is submitted. A completed Episode Submission Form must accompany all content submitted to 3 State CMC staff for playout.

### *3 State CMC -Provided Media*

3 State CMC can provide blank media for production purposes with the expectation that the media will be returned or replaced with identical media upon return of the production equipment. 3 State CMC Members are encouraged to provide their own blank media, whenever possible.

## **RULE VIOLATIONS/SANCTIONS/LOSS OF PRIVILEGES**

To ensure that 3 State CMC equipment and facilities remain available and in good working order, the following rules have been established. Upon verifying that a rule violation has occurred, a written statement will be issued to the Member describing the rule violation (and subsequent sanctions, if applicable). Infractions are divided into major and minor violations. By far, the most common minor violations involve 3 State CMC Members arriving late for appointments or neglecting to cancel reservations. In general, 3 State CMC Members can avoid these minor issues by simply calling the 3 State CMC at (301) 687-3049 and speaking to a staff member before the reservation's start time.

### ***Rule Violations***

#### ***Major Violations***

- Abuse, vandalism, or willful neglect of 3 State CMC equipment and/or facilities
- Return of equipment in damaged or unworkable condition, beyond normal wear and tear
- Failure to return equipment through intent, negligence, loss or theft
- Removal of equipment from the Center without proper checkout procedures and/or without signing an EFP Equipment Rental form
- Reserving or checking out equipment or facilities for use by a non-certified 3 State CMC member producer or a producer on suspension
- Repeated breach of any of 3 State CMC's Policies and Procedures
- Attempted equipment maintenance or disassembly
- Rude, abusive, or discourteous treatment of 3 State CMC, FSU-TV3, Department of Digital Media and Visual Arts, and/or Frostburg State University faculty, staff, or students
- Any behavior at the 3 State CMC facility that staff deems inappropriate or that unreasonably interferes with another 3 State CMC member's (or FSU-TV3 or Department of Digital Media and Visual Arts faculty, staff, or student's) ability to use the facilities
- Production of, or attempted production of, prohibited content
- Submitting a program with adult content without a viewer advisory
- Committing two (2) or more minor violations

#### ***Minor Violations***

- Failure to cancel equipment or facilities prior to the reservation time
- Late return of equipment without an extension authorized by a 3 State CMC staff member
- Failure to vacate studio or editing facilities at the end of reservation period
- Return of dirty equipment
- Leaving trash or debris in and Center or Department facilities
- Operation of equipment or use of facilities in an incorrect, unsafe, or inappropriate manner that might result in damage
- Improper packaging of equipment for transport
- Tardiness in excess of 30 minutes in claiming reserved equipment or facilities without an extension authorized by a staff member
- Reserving, checking out, or returning equipment for another producer, unless specified and approved in advance
- Canceling equipment or facilities reservations three or more times within a 60-day period
- Submitting a program without 3 State CMC's required credit language
- Failure to promptly return or replace recording media provided by 3 State CMC staff
- Failure to properly complete any 3 State CMC form or required paperwork

## ***Sanctions***

3 State CMC Member sanctions typically involve a suspension of 3 State CMC privileges for a period of time, the length of which will depend upon the nature of the violation. While a 3 State CMC Member is suspended from equipment/facility use, that Member may continue to distribute appropriate produced audio/video content, on FSU-TV3's education access channel and/or online platforms.

### ***Major Violations***

A "major" violation of 3 State CMC policy results in an immediate suspension of use of 3 State CMC equipment and facilities for a period of one year. If damage to or loss of equipment and/or facilities has occurred, suspension may remain in effect until full compensation is made for the lost resources or until an installment payment contract or other arrangement is signed with 3 State CMC. There are no written warnings prior to suspension in the case of a major violation and no refunds on membership and/or other payments will be made.

Notwithstanding the immediately preceding paragraph, 3 State CMC staff reserve the right to evaluate each major violation and determine whether a more severe sanction is reasonably required. Said additional sanctions are at the discretion of 3 State CMC staff and may include suspension from using 3 State CMC equipment or facilities for an indefinite term, repayment for any damage to equipment or facilities, and/or the implementation of legal action against the user.

### ***Minor Violations***

A Minor Violation will result in the following actions:

- Written warning for the first minor violation
- Suspension from equipment and facilities for the second minor violation that occurs within a 90-day period of the first minor violation
  - An initial suspension from equipment and facilities (resulting from two minor violations within a 90-day period) will be for 90 days. Any subsequent suspensions will be for a period of one year each. Recertification (including 3 State CMC orientation) is required following any suspension of a year or more. 3 State CMC staff will file a written report on any suspension. There are no written warnings prior to suspension in the case of a major violation and no refunds on membership and/or other payments will be made.

## ***Equipment Damage and Loss***

If equipment is damaged or lost while under contract to a 3 State CMC Member, the Member will have equipment privileges suspended until full compensation is made or until an installment payment contract or other arrangement is signed with 3 State CMC staff. In the event that a Member fails to meet the terms of repayment (or mutually agreed upon arrangement), the Member shall be suspended from all equipment and facilities privileges, and the case will go to 3 State CMC staff for resolution and possible legal action.

## INDEMNIFICATION

3 State CMC Members shall defend, indemnify and save the Center, the Department of Digital Media and Visual Arts, and Frostburg State University and all of their officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense, including attorney's fees, which the Center, Department, University, and any of its officers, agents, or employees may suffer, sustain, incur, or in any way be subjected to, on account of death of, or injury to, any person (including, without limitation, Center, Department, University, and officers, agents, employees, licensees, and invitees) and for damage to, loss of, and destruction of, any property whatsoever, which arises out of, results from, or is in any way connected with, actions taken by a 3 State CMC Member in connection with 3 State CMC facilities or equipment, including transmission of content over public access television and/or online platforms, or which occurs as a consequence of any negligence, omission, or misconduct of the 3 State CMC Member in connection with 3 State CMC facilities or equipment, regardless of whether the loss or expense is caused in part by a party indemnified hereunder. Moreover, 3 State CMC Members shall defend, indemnify, and hold the 3 State CMC, Department of Digital Media and Visual Arts, Frostburg State University, and all of its officers, agents, and employees harmless from and against any and all liability, claims, and/or costs, including all reasonable attorney fees, arising out of any claim or cause of action asserting that any programming is libelous, slanderous, obscene, unlawful, or illegal, or infringes on any intellectual property rights, including copyrights and/or trademarks, or is an invasion of privacy. Each 3 State CMC Member shall certify his/her agreement to indemnify in the 3 State CMC Membership Agreement.

## **AMENDMENT OF POLICIES AND PROCEDURES**

3 State CMC's Policies and Procedures may be amended from time to time, without prior notice, by the  
3 State CMC, FSU-TV3, the Department of Digital Media and Visual Arts, or Frostburg State  
University.