

Ho'ike: Kaua'i Community Television, Inc.

STATEMENT OF POLICY

I. Responsibility for Policy

The Managing Director of Ho'ike prepares and presents recommendations on policy to the Board. Final decision-making authority on all policy matters rests with the Board of Directors.

It is the responsibility of the Managing Director to implement the established policies. The Managing Director may, upon documented special circumstances, suspend established policies on a case-by-case basis following consultation with the President and/or the full Board of Directors. From time to time, policies for use of facilities, equipment and Ho'ike's transmission services may be adopted or modified by the board in an effort to meet future needs and better serve the public interest.

Ho'ike welcomes comments and suggestions from groups and individuals with regard to safeguarding the public interest in the establishment of policies and procedures for use of public access cable channel(s), related production facilities and equipment.

II. Equal Access Policy

No actions may be taken under these policies which discriminate against any individual or organization on the basis of color, creed, national origin, age, gender, religion, social philosophy, economic status, sexual preference or physical ability.

III. Eligibility

A. Residents

Only residents, persons of organizations, institutions or business that reside or conduct business in areas under the terms of a franchise order issued by the State of Hawai'i Department of Commerce and Consumer Affairs where PEG fees are contributed to Ho'ike, are eligible to use Ho'ike's services, equipment and facilities.

B. Age

Only persons who are either (a) 18 years or older, or (b) acting under the supervision of an adult who is willing and able to take full legal and financial responsibility for the minor's actions are eligible to use Ho'ike's services, equipment and facilities.

C. User Conduct

Ho'ike reserves the right to refuse access to its services, facilities and equipment to anyone who:

1. Appears to be under the influence of alcohol or illegal drugs;
2. Behaves in a fashion that is detrimental to other facility users, and/or Ho'ike staff, including harassment or verbal abuse, or interferes with the orderly conduct of business;
3. Owes any money to Ho'ike;
4. Has intentionally violated policies and procedures established by Ho'ike;
5. Has deliberately presented false or misleading information to Ho'ike.

IV. Certification

Certification is the process whereby eligible users can learn or demonstrate their ability in video production techniques. The intent of the certification program is to identify and foster competent users and to perpetuate protective equipment operations. All users must be certified before they are permitted to have full access to production facilities and equipment.

A. Training Program Goals

Ho'ike and its agents conduct workshops and training sessions to instruct eligible individuals and community organizations in the skills required to use Ho'ike's facilities and equipment. Successful completion of the workshops is determined through a testing procedure which leads to certification. Ho'ike's training program shall be designed to create an effective balance between quantity and quality of television programming. More specifically, the classes teach:

1. Safe operation of equipment and safe procedures while engaged in production;
2. Users how to make informed selection of production options, which will satisfy minimum quality standards and all legal responsibilities;
3. The ability to operate independently and cooperatively, so users are able to function as part of an effective production team;
4. Users how to work with each other in order to use complimentary skills and capabilities; and,
5. Users how to produce quality programming in an efficient and well organized manner

B. In all cases

Ho'ike shall be the sole judge as to whether a potential user possesses the skills and knowledge required to use Ho'ike's equipment and facilities.

C. Waiting Period

Two classes of users will be created. This first class will be for individuals and non tax-exempt entities. The second class will be for individuals representing tax-exempt organizations.

1. Individual class

An "eligible individual user" is defined as any person, organization, institution or business that resides or conducts business in the service areas defined under the terms of a franchise order issued by the State of Hawai'i Department of Commerce and Consumer Affairs and for which areas PEG fees are directed to Ho'ike.

2. Tax-exempt organization class

An eligible organization user is defined as any person who is sponsored by an IRS certified tax-exempt organization that conduct business in the service areas defined under the terms of a franchise order issued by the State of Hawai'i Department of Commerce and Consumer Affairs and for which areas PEG fees are directed to Ho'ike.

It shall be a goal of the certification process to keep waiting periods to a minimum. The individual class shall be managed on a first-come, first-served basis. The organization queue shall be managed using the following priorities:

1. Organizations which have proposed programs that will serve needs established in an annual community needs assessment,
2. Organizations which have proposed programs and productions are tied to a specific event or activity which cannot be reproduced or recreated,
3. Any other tax-exempt organization.

D. Certification by Testing

In lieu of attending classes, any potential eligible user may demonstrate the required skill and knowledge by passing an equivalency examination. In all cases, Ho'ike shall be the sole judge whether any potential use possesses the required skills and knowledge.

E. Re-certification

Ho'ike may, from time to time, in its sole discretion, require users to demonstrate they have remained active and that their skills are current. Users who become inactive, repeatedly violate policies and procedures, or demonstrate an inability to perform to Ho'ike's satisfaction shall be decertified.

V. Program Content

Ho'ike will allow great latitude with respect to freedom of speech. However, all programming shall be non-commercial and consistent with legal constraints and community standards. No part of any program may contain (1) any solicitation for funds or other property of value, or (2) obscene or defamatory material. Program producers may recognize the source of funding provided to cover production expenses.

Request for time on the Ho'ike transmission services may not be rejected because of content of the program except as provided in the following subsections.

A. Illegal conduct

The Ho'ike transmission services may not be used for illegal purposes. Users responsible for illegal programming or programming containing information intended to defraud the viewer may forfeit their right to use Ho'ike facilities, equipment and/or obtain time on the Ho'ike transmission services.

Accordingly, there shall be no programming containing:

1. Information concerning any lottery, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of prizes drawn or awarded by means of any such lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes;
2. Matter intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations, or promises;
3. Matter which invades the privacy of a private citizen;
4. Obscene matter, as defined by law; or
5. Libelous or slanderous matter, as defined by law.

B. Advertising

1. Community access programming must be of a non-commercial nature. Accordingly, there shall be no programming containing:
 - a. materials designed or intended to promote the sale of commercial products, trade or services;
 - b. material containing any direct appeal for contributions of funds, support, or other property of value;
 - c. audio or visual reference to any business, service, or product for which any economic consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise, product or service, with the exception of sponsorship as stated in Section "C", below.
2. No producer or sponsoring organization may have any commercial or economic interest in the content of programming he/she/it produces.

C. Sponsorship

Users may obtain support funding from individuals, organizations or businesses to help cover the cost of creating programs. Financial supporters of the program shall be identified on screen using a standard Ho'ike format at the beginning and the conclusion of the program. Financial supporters of the program shall not have any commercial interest in the content.

VI. Resource Application

A. Program Proposal

Any eligible user who desires to use the production facilities and equipment resources must submit a program proposal. Each program proposal shall communicate the producer's intent and production requirements and serve as an application for use of production facilities and shall demonstrate the ability of the user to complete a program. A program proposal may be rejected based on (1) a user's failure to successfully complete a previously authorized proposal, (2) lack of technical feasibility, lack of efficiency, and incomplete documentation, and (3) the need equitably to allocate Ho'ike's facilities and equipment. Except as provided in Section "A", above, no program shall be rejected based on program content.

B. Facilities and Equipment Resource Usage

Requests for use of facilities and equipment are accepted after a certified user has an approved program

proposal. Facility reservations will be granted according to the priorities set in Section VI "C", below. Each user has full legal and financial responsibility for facilities and equipment while they are in its/his/her use and/or possession.

C. Scheduling

No one will be allowed to use more than the time which is reasonably required for the production of a program. Ho'ike may place a maximum time restriction on equipment usage when requests outweigh availability.

The Managing Director is empowered to establish time restrictions for facility and equipment usage to ensure equitable access.

D. Cancellation

Any change or cancellation of confirmed reservation must be communicated to Ho'ike staff or its designated agents well in advance except for a demonstrably unusual circumstance. Users may not exchange facility reservations without prior approval.

E. Liability

All users have full legal and financial responsibility for facilities and equipment in its/his/her use and/or possession. The user must reimburse Ho'ike for the full costs incurred by Ho'ike in repairing or replacing equipment which is broken or damaged. Ho'ike will make reasonable effort to assure the availability and proper operation of facilities and equipment. Ho'ike, however, cannot be held liable for any losses or damages if any equipment or facilities are unavailable or if any equipment is inoperable. The user must indemnify, defend and hold harmless Oceanic Time-Warner, the State of Hawai'i, Ho'ike and its agents and employees from any and all claims for relief, including attorneys' fees and reasonable costs of defending claims or litigation which may arise from, or in connection with, the use of production equipment and facilities supplied by Ho'ike and any transmission of programs.

VII. Technical Content

Ho'ike and its designated agents will establish minimum technical standards for distribution of video tapes on the Ho'ike transmission services and will assure that facilities and equipment provide for such minimum technical standards. It is the user's responsibility to ensure that video tapes submitted for distribution on the Ho'ike transmission services adhere to technical standards established by Ho'ike and its designated agents. Ho'ike will have no liability or responsibility for video tapes that do not meet Ho'ike's technical standards.

VIII. Program Scheduling

Ho'ike and its designated agent/s have sole authority and responsibility for scheduling time on Ho'ike's transmission services. Programs will be scheduled in a manner advantageous to both user and the viewing audience, as determined by Ho'ike in its discretion.

Any program that has been submitted for distribution on Ho'ike's transmission services may be screened to

determine only whether it satisfies Ho'ike's technical standards.

IX. Program Ownership

Users must agree to contract terms established by Ho'ike including such terms regarding copyrights, distribution rights, liability and indemnity, production credit, and such other terms as Ho'ike deems proper

A. Copyright and Distribution

When an eligible user applies for facility use, the individual or the responsible officer of the requesting organization shall enter into a contractual agreement, which shall include the following items, and any others deemed proper by Ho'ike:

1. While producers are encouraged to distribute their works as widely as possible, the respective creators of program elements retain full copyright ownership.
2. The facilities and equipment will be used for the primary purpose of creating programming materials to be distributed via Ho'ike's transmission services and any other subsequently developed method of delivery.
3. In lieu of payment for facilities, Ho'ike will be permitted to distribute the program for an unlimited number of showings for a 3-year period, on a non-exclusive basis, except when negotiated otherwise. Ho'ike will consider written requests for withdrawal of the program and, assuming approval, the program will not be used for future distribution.
4. The program may be duplicated by Ho'ike only for the purpose of distribution and to take excerpts, totaling no more than 5 minutes, for use in Ho'ike samplers of Ho'ike's programming. Exceptions will be made when written permission is given by the copyright holders or when required by a regulatory body or any court.
5. All programs and all excerpts of programs created using Ho'ike facilities and equipment must contain a credit reference to such facilities in a form prescribed by Ho'ike. This credit must remain a part of any future distribution arrangements.
6. Ho'ike must be notified in those situations where the producer intends to use other means to distribute a program produced with Ho'ike's facilities and equipment. The user accepts full legal and financial responsibility for distribution of the program to sources other than Ho'ike.
7. When a user distributes a program that was created using Ho'ike facilities or equipment and receives remuneration, the user shall promptly notify Ho'ike and compensate Ho'ike for use of its facilities and equipment by paying to Ho'ike all of the remuneration received until Ho'ike has been fully reimbursed according to Ho'ike's schedule of fees; provided however, the Managing Director may waive, reduce or defer such repayment if in his/her sole judgement it is appropriate to do so. Any excess remuneration shall belong to the user.

B. Copyright and licensing clearance

Each user is totally responsible for obtaining all necessary clearances, licenses and permits from broadcast stations, networks, sponsors, music licensing organizations, performers' representatives, and without limitation from the foregoing, any and all other persons (natural and otherwise) as may be necessary to transmit the program over Ho'ike's transmission services. If a user submits a pre-recorded program for which he/she/it does not hold copyright ownership, the user must submit proof that he/she/it has authority to distribute the program.

C. Indemnification

The user must agree to defend, indemnify and hold harmless the State of Hawai`i, Oceanic Time-Warner, Ho'ike and their agents, employees and representatives from any and all liability and injury (including reasonable fees and costs incurred in defending claims) arising from, or in connection with, claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the user and for any other injury or damage, in law or equity, where claims result from the user's utilization of the Ho'ike facilities, equipment or transmission services.

D. Dispute resolution

All claims made by third parties that arise as a result of the user's program being distributed will be referred to the user for resolution.

E. Public disclosure

All users who submit programs for presentation on Ho'ike's access cable channel(s) must make public disclosure of information relating to the program's creator, copyright owner, location of program creation, program funding sources and the identity and location of the user. Ho'ike requires an on-screen credit containing some or all such information.