RADIO KCM PRODUCER HANDBOOK

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DEFINITIONS

Knoxville Community Media

RADIO KCM PRODUCER HANDBOOK

PREFACE

This document presents the policies and procedures that govern the operation of Radio KCM (RKCM), all of which are intended to encourage maximum participation by community residents and groups in the City of Knoxville and Knox County in a fair and equitable manner. The Knoxville Community Media (KCM) Board of Directors may revise policies and procedures in the future in response to the needs of the community and available resources. Policies and procedures described in this document supersede all previous policies issued by RKCM, as well as any expressed or implied representations previously made by the staff or Board of Directors of KCM. The most current version of this document is also published on the RKCM web site.

KCM policies are guided by: The Constitution of the United States of America; The Cable Communications Policy Act of 1984, as amended; the Cable Consumer Protection Act of 1992, as amended; the Telecommunications Act of 1996; other applicable federal and state laws and court decisions; KCM's Bylaws; KCM's Service Contracts with the City of Knoxville and Knox County; and Cable Franchise documents for the City of Knoxville and Knox County. RKCM policies are guided by: The Executive and Creative Director, Operations Administrator, and KCM Board of Directors.

RKCM is an extension of Knoxville Community Media (KCM), all rules and regulations that KCM operates under apply to RKCM. When “KCM” is mentioned, “RKCM” is implied.

WELCOME TO RKCM

1.01 MISSION/HISTORY The mission of KCM is to serve the community by providing a public forum for local residents, organizations, and government. With a distinguished history of service as a media center to the community since 1975, KCM is the largest provider of public access in East Tennessee. In 1986, it became chartered as a nonprofit 501(c)(3) corporation.

Our video content is viewable in Knoxville and Knox County through cable television on Comcast 12, Charter 193 and WOW! 6. It is available to stream on our Roku and Amazon Fire channels as well as KUB TV 1019 and 24/7 live streaming at knoxcm.org.

Radio KCM is available through our Radio KCM app (a free download for android and iPhone) at radiokcm.com, It is also accessible through TuneIn and Live365 streaming platforms.

Funding for KCM is derived from contracts between KCM and the City of Knoxville and Knox County to provide Public and Government Access, and grants from participating cable service providers. Additional funding for RKCM is made available through private and public donations.

1.02 NON-DISCRIMINATION No individual will be denied access to KCM equipment, facilities, or channel time on the basis of race, sex, sexual orientation, age, physical disability, religious or political belief, ability to pay or due to the nature of the programming interest.

USING THE RADIO STUDIO

2.01 PRODUCER ROLES KCM welcomes programming produced by community residents, local non-profit organizations, and local government agencies. Volunteer community producers who assume the role of Executive Producer are responsible for coordinating the efforts of everyone involved in the programs associated with their project and legally responsible for the content of each program. Other volunteer community producers who assist in the production assume the role of Crew. They too, have a responsibility to adhere to all procedures and content guidelines. Producers may only produce one show. Producers are responsible for the actions of their crew and guest and to ensure they follow the guidelines established in this handbook. Producers and Crew are responsible for reviewing the Producer Handbook, completing the Producer Agreement, and paying the membership fee before they can participate.

2.02 ELIGIBILITY Executive Producers must: (a) be a current resident of Knoxville or Knox County, (b) be at least 18 years of age, (c) have a current Tennessee driver’s license, or other acceptable proof of identity, (d) sign a Producer Agreement Form, and (e) pay a very small $25 quarterly radio access fee. Quarterly payments are due on the 1st of December, March, June, and September. Fees paid via PayPal will be subject to a $5 processing fee.

Crew must: (a) have a current Tennessee driver's license, or other acceptable proof of identity, (b) sign a Producer Agreement Form, and (c) pay a very small $25 quarterly radio access fee. Quarterly payments are due on the 1st of December, March, June, and September. Fees paid via PayPal will be subject to a $5 processing fee. Crew members do not necessarily have to be residents of Knoxville or Knox County. If they are under the age of 18, an adult must co-sign the Producer Agreement Form and Equipment Reservation Forms associated with portable audio equipment checkouts. NOTE: Payment of the very small annual access fee includes any necessary training and use of all RKCM studio and portable equipment at no extra charge.

Producers living in surrounding counties (Union, Grainger, Jefferson, Sevier, Blount, Loudon, Roane, and Anderson) are non-residents of Knox County and pay a $75 per quarter access fee to participate as a Producer. Quarterly Payments are due on the 1st of December, March, June, and September.

2.03 KCM/PRODUCER RELATIONSHIP KCM is a private non-profit corporation. Community producers are not agents or employees of KCM. At no time may any individual or organization identify or represent himself or herself as an employee or agent of KCM unless they are hired by KCM. KCM operations are directed by the Executive + Creative Director under the guidance of the Board of Directors. Producers are not involved with nor have control of how the stations operate, including but not limited to, equipment, location, guidelines, décor etc. KCM is a business and will be conducted in such a manner consistent with a professional business setting. Community producers create programming for themselves or the organization they represent. Except as described in these policies and procedures, KCM exercises no control over their activities. Producers must not promote their programs as being produced "for RKCM." Rather, they should indicate that their programs "will be heard on RKCM**."**

2.04 LOCATION/HOURS OF OPERATION **K**CM is located on the ground floor in the First Horizon Plaza in downtown Knoxville, Tennessee.

Mailing Address and other **Contact Information** is as follows:

Knoxville Community Media
800 South Gay Street, Suite P-336
Knoxville, TN 37929

Phone: (865) 215-8848

E-mail: media@knoxcm.org

Regular Operating Hours are as follows:

Office Hours	9 am – 5 pm	Mon – Fri
Media Drop Off (window slot)	24 hours/day	Mon – Sun
Portable Equipment Checkout & Return	by reservation	Mon – Fri
Radio Studio Facility Use	by reservation	Mon – Fri
Edit Facility Use	by reservation	Mon - Fri

2.05 Location Security RadioKCM monitors their facility 24/7 for the protection of the organization and the community producers who create content in the facility. Security footage of KCM is often reviewed. If any equipment is damaged, complaints are made or illegal activity is suspected, Radio KCM staff will review footage necessary to be presented to KCM Board of Directors and legal team as needed.

TRAINING

3.01 GETTING STARTED If it is necessary to operate any KCM equipment (microphones, recorders, turntables, cassette/cd decks, etc.), to produce a program, community producers must first participate in appropriate production training workshops and/or be certified by KCM staff as trained to operate the equipment. Workshops are designed to ensure that producers understand their rights and responsibilities as producers and familiarize them with policies, procedures and proper use of the equipment. Any volunteer community producer who pays the annual radio access fee is eligible to take any KCM workshop. It is not necessary to take all (or any) of these workshops to produce programming for KCM. For example, if you wish to air a podcast recorded at your home or on a trip, or you compile a DJ set from your home, you may do so without participating in a workshop. You only need to take a workshop if you plan to use KCM equipment to produce it.

In order to secure a regular time slot, you must produce a weekly show consistently for one month. You may miss one slot per month, but regularly missed programming will result in loss of that time slot. KCM reserves the right to cancel any individual time slot for any reason. Being a member does not guarantee "ownership" of any given timeslot.

Workshops are usually presented in one or two hour-long sessions by appointment at times that are convenient for the producers (Mon – Fri, between 10 am and 6 pm).

3.02 RADIO STUDIO PRODUCTION WORKSHOPS During one or two hour-long sessions, participants learn all aspects of radio studio production. To enroll in a studio production workshop, UP TO 4 PEOPLE MAY BE ASSEMBLED AS A CREW.

3.03 PODCASTING BASICS During one or two hour-long sessions, participants are introduced to the basics of sound engineering and production of podcasts.

3.04 DJ SET CURATION BASICS During one or two hour-long sessions, participants learn basic skills of curating music that evokes a mood or alludes to storytelling - or just pure joy of sharing music.

EQUIPMENT USE

4.01 EQUIPMENT AVAILABILITY AND USE RKCM hours of operation are 24/7. All equipment and facilities must be reserved prior to use. Reservations are granted by phone or in person on a first-come, first-served basis. Our Radio Program Schedule is a set schedule and does not change unless someone forfeits their time slot. It is important to notify KCM staff as soon as possible if a reservation must be changed or canceled. Producers who have secured a time slot and fail to fulfill their commitment may lose access privileges. Producers are responsible for making sure facilities are left in good working order and any equipment malfunctions are reported to KCM staff. Persons under the age of 18 must be under adult supervision at all times while using KCM facilities or equipment. Equipment is the property of KCM and is provided to the community to expand the avenues of creativity that KCM has to offer. The licensing for any subscription services that KCM provides for producer curation of programming only allows for use on Radio KCM. If programming is made available by producer on other platforms, RKCM licenses will not transfer. Producer will be responsible for any fees they incur.

KCM equipment is expensive and fragile, all producers and their guest are responsible for taking care of all equipment. Any equipment damage is to be reported to the Executive Director immediately and producer is responsible for any repair or replacement cost. Absolutely no modifications to any equipment may be made. That includes unplugging, reconfiguring sound boards or software, or connecting external devices without prior approval.

Trained community producers who are at least 18 years of age may check out portable equipment. They must sign the Equipment Reservation Form accepting financial responsibility for any equipment that is lost, stolen, or damaged while in their possession. If a trained producer under the age of 18 wishes to check out portable equipment, an adult must sign the Equipment Reservation Form and provide adult supervision at all times while equipment is being used. KCM equipment may not be transported outside of Knox County, Tennessee without permission from the Executive + Creative Director. KCM reserves the right to adjust equipment use policies based on user demand and the availability of production equipment.

4.02 COMPUTER EQUIPMENT KCM may authorize confidential logins and passwords on computer equipment, but producers should have no expectation of privacy or security of the material loaded or stored on such equipment. Producers are strictly prohibited from loading (or off-loading) software of any kind without expressed written approval from the Executive + Creative Director. Except for KCM owned equipment, producers are prohibited from attaching any other equipment to KCM computer equipment without staff assistance. Absolutely no other peripheral equipment may be attached to KCM computers without expressed written approval from the Executive + Creative Director. KCM may monitor access to computer equipment to ensure the security and operating performance of its systems and networks and enforce KCM policies. KCM constantly monitors computers and facility use.

4.03 MEDIA FILES Due to the high volume of media files that pass through the facility, KCM cannot be responsible for the security of media owned by producers that is left at the facility. If media owned by a producer is left at the facility, it should not be the only copy.

PROGRAMMING AND RADIO SITE/APP USE

5.01 PROGRAM RIGHTS Pursuant to the Producer Agreement Form signed by each producer, KCM is licensed to broadcast all submitted material whether or not it is produced using KCM equipment. Programs produced using KCM equipment must be for the purpose of airing on the access radio channel. KCM owns the copyright to all material

produced using KCM equipment (studios, portable equipment, computers, etc.). Any outside use of material produced using KCM equipment, (other than personal home viewing or educational use), must first be approved by the Executive + Creative Director. Any content used from Spotify, or any other subscription service, is only licensed to air on RKCM, any use of that content on any other platform will not fall under the agreement between KCM and subscription service. Producer will be responsible for any and all charges associated with the use on any platform other than KCM.

5.02 KCM RENTAL EQUIPMENT KCM offers community producers the ability to rent KCM equipment for a nominal fee. For more information please contact the Executive + Creative Director.

5.03 KCM PRODUCED PROGRAMS As a general rule, KCM does not grant permission to make copies and/or publish derivative works (clips or otherwise edited versions) of programs for which KCM owns the copyright. With written approval from the Executive + Creative Director, unedited copies of KCM-produced programs may be allowed under certain conditions (including government meetings).

5.04 PROGRAM LIABILITY Executive Producers agree to indemnify and save harmless RKCM, KCM, the City of Knoxville, Knox County, Comcast/Xfinity, WOW!, Charter KUB TV, Roku, and Amazon Fire and any members of their staffs, Boards of Directors, officers, stockholders, etc., from any and all claims, demands, damages or other liabilities which may be made against or arise out of the broadcast of the program submitted to them, whether or not the program has been reviewed by KCM/RKCM prior to broadcast, and to pay KCM, RKCM, the City of Knoxville, Knox County, Comcast/Xfinity, WOW!, Charter, KUB TV, Roku, and Amazon Fire any and all legal fees and expenses incurred by it in connection with any legal proceedings concerning broadcast of this program, as such legal fees and expenses arise.

5.05 PROGRAM CONTENT KCM encourages community producers to exercise the responsible expression of their 1st Amendment rights. Executive Producers are solely responsible and legally accountable for the content of their programs and as such may be subject to prosecution for the broadcast of illegal material. Executive Producers are required to complete a Producer Agreement Form in which the Executive Producer accepts responsibility for the content of the program and provides RKCM with a contact phone number through which the Executive Producer can be reached for viewer comments. This phone number will be made available to all who request it. Executive Producers must be at least 18 years of age.

The following are absolutely prohibited for any and all programs or messages cablecast on the access channel administered by KCM:

1. **Contests** that involve directly or indirectly the elements of a lottery, gift, enterprise, or similar scheme, offering prizes dependent in whole or in part upon lot or chance. Reference section 76.213 of the rules of the Federal Communications Commission.
2. Material which would subject the producer or supplier to civil or criminal prosecution under any applicable local, state, or federal law for production or presentation of **obscene or erotic material, slander or libel, invasion of privacy**.
3. Material soliciting or promoting **unlawful conduct**.
4. Material that is copyrighted or subject to **ownership or royalty rights**, union residuals, or other payment (e.g. music, written works, photographs, film, video) unless the producer has obtained all necessary permission, releases, licenses and made all necessary payments to authorize broadcast of any such material. Original evidence of such payment or permission must be produced.
5. Promotion of any **business, product, service, private school or commercial event** (**please see 5.06 Underwriting Agreements)**
6. **Soliciting funds** for any reason beyond encouraging donations to RadioKCM through RadioKCM
7. Promotion or mention of any **website** owned or managed by a **for-profit entity** (**please see 5.06 Underwriting Agreements**).

If a court order is issued against a program or series for any reason, the broadcast of that program or series will be suspended pending the legal decision.

5.06 UNDERWRITING AGREEMENTS RKCM has set prices for directly negotiating underwriting agreements with businesses and organizations. We encourage Producers to procure their own underwriting support for their program and our organization by following the guidelines as indicated in the UNDERWRITE tab of our website. RKCM will offer a 25/75 split for donations secured by Producers (i.e. you secure $100, we give you $25).

5.07 PROGRAM SCHEDULING KCM welcomes community producers who submit single programs for air on the channel and other community producers who provide multiple episodes of regular *series* programs. Pre-recorded programs should be submitted 48 hours in advance of air.

To access your show recordings, visit the RadioKCM On-Air Archive. To access files, click "Click here to enter the archive" at the top of the page. We store 4 months of files in this archive. The current month will be listed as "current" Files are listed in the format year-month-day time OnAir or PreTape. If there are multiple live shows in a row, the file may include the shows before and/or after yours. If that is the case it will be saved as the date and start time of the first show. If first live starts at 4pm last show ends at 10pm the file will read **2026-30-04 1600 OnAir**.

Show Submissions & Scheduling Updates

- All shows must be submitted via Dropbox. You will need to select "Join Folder" above Radio KCM and follow the prompts before you can share to the folder.
- File name format: **YYMMDD_ShowName** (use the air date)
    - Example: If your show air date is April 30 → *260430_MyShow*
- Files that do not follow this naming format will not be scheduled.
- Once scheduled, files will be removed from Dropbox—please retain your own copy.

Regular Time Slots Regular time slots are awarded to Community Producers who commit to providing new programming on a regular basis. Regular time slots may not be bartered or sold. For regular weekly shows, it is expected that a new program will be created for each week. Individuals producing programming for Regular Time Slots will be given a key code entry to access the studio if they are broadcasting live.

Repeats Executive Producers of a regular series of programs may repeat a previously aired episode only once a month during their regular time slot, but airing of such programming is always at the discretion of KCM.

6.01 GENERAL STATEMENT In order to ensure that RKCM equipment and facilities remain in good working order and are used in such a manner as to fulfill KCM's contractual obligations to our funding jurisdictions, KCM reserves the right to refuse on a temporary or permanent basis or otherwise initiate disciplinary or legal actions against individuals or organizations that violate the Code of Conduct or otherwise interfere with or jeopardize KCM operations or otherwise violate these Operating Policies. Suspension/termination of privileges may be appealed to the KCM Board of Directors as described in Section 8.

6.02 CODE OF CONDUCT Individuals and organizations using the KCM facilities must agree to abide by all KCM policies regarding the use of equipment or channels for the production and presentation of their programming. In addition, they are expected to respect the rights and dignity of the staff and other individuals in the facility. Conduct that discriminates against or degrades any person will not be tolerated. A reasonable standard of courtesy and respect must be observed. KCM reserves the right to restrict any person from using KCM facilities for violation of this or other policies that result in the disruption of KCM activities and operations. Executive Producers are responsible for the actions of their crew and parents/guardians are responsible for supervising their children while in the facility. Violations of KCM policies by crew members may result in disciplinary action for the Executive Producer and the entire production crew.

In addition to the Code of Conduct, individuals who use the KCM facilities and/or channel must agree to abide by the following rules. Specific violations are set forth in writing in order to provide notice to all who use KCM facilities. They are not designed to define violations in exhaustive terms. Individuals may be accountable to both civil/criminal authorities and KCM for acts which constitute violations of law on or off the premises. Individuals shall be subject to disciplinary action for violation of any provision of the KCM policies.

The following acts are prohibited:

1. **False information:** Intentionally providing false information to KCM for the purpose of obtaining services, access to radio time, or to avoid determination of facts in accordance with any KCM investigation or hearing.
2. **Misrepresentation:** Intentional misrepresentation by a producer as a KCM employee, representative, or agent.
3. **Use of KCM Name/Logo:** Unauthorized use of the KCM logo, name, indicia, motto, or symbols for any purpose without prior consent by the KCM Executive + Creative Director.

4. Unauthorized Use: Using facilities or equipment for private, commercial, or any purpose other than production of programming for broadcast. Unless agreement has been made per section 5.02
5. Destruction of Property: Intentionally and/or recklessly destroying or damaging KCM property or the property of others on KCM premises or at KCM sponsored events or activities.
6. Lewd Behavior: Engaging in lewd, indecent, erotic, or obscene behavior on KCM premises or at KCM sponsored activities.
7. Dangerous Behavior: Engaging in any behavior which endangers the safety of persons or property at the access center.
8. Harassment, Threats and/or Physical Harm: Engaging in threats, intimidation, harassment (including sexual harassment), or physical harm toward others on KCM premises, during broadcasts, or at any KCM-sponsored events or activities is strictly prohibited. This includes ongoing disparagement of KCM employees.
9. Disrupting KCM Functions: Intentionally and/or recklessly interfering with the normal KCM operations or with KCM sponsored activities.
10. Unlawful Acts: Engaging in any unlawful act while on KCM premises.
11. Illegal Drugs: Use, possession or distribution of any controlled substance or illegal drug on KCM premises or at KCM sponsored events.
12. Smoking: Smoking or vaping is prohibited inside the KCM facilities.
13. Theft or Conversion: Deprivation of another person's property including KCM property or services without that individual's or KCM authorization.
14. Trespassing: Unauthorized entry into restricted areas. Radio Producers only have access to the radio studio and shall not have access to video studios or video equipment rooms.
15. Landlord Violations: Violating the policies of the facility landlord or Public Building Authority**.**
16. Weapons, Firearms, Explosives & Dangerous Chemicals: Use or possession of any weapon, explosives, dangerous chemicals, substances or instruments or other weapons, as defined by state law, which may be used to inflict bodily harm on another individual or damage upon KCM premises or KCM sponsored events is prohibited, except when being displayed or demonstrated in conjunction with a bona fide production, for which written permission has been granted by the KCM Executive + Creative Director.

Community producers are encouraged to remember that continuous negativity toward the organization will not lead to positive change. While some individuals may have concerns about our facility, equipment, or management style, we take pride in our 50-year history of serving the community. While everyone is welcome to voice their concerns directly to our management or board (as outlined in Sec. 7.01), it's important to note that ongoing disruptive behavior may be considered a violation of our prohibited acts policy (Sec. 6.02).

6.03 DISCIPLINARY ACTIONS Engaging in any of the acts described in Section 6.02 may result in immediate and permanent revocation of access privileges. The KCM Executive + Creative Director and Board of Directors will determine the termination or length of any suspension based on circumstances surrounding and the severity of the incident(s) that resulted in the suspension. Services may also be suspended or prohibited to individuals for criminal activities off-site that may pose a danger to KCM or its operations. Suspension or termination of privileges may be appealed to the Review Board as described in the **Dispute Resolution and Appeals Process section below.**

The following will certainly result in immediate and permanent revocation of access privileges:

1. **Physical assault** on KCM staff or other individuals.
2. **Theft, Vandalism, or Willful Damage** of KCM facilities or equipment, or the property of other individuals while at KCM facilities or events.
3. Providing **False Information** to KCM regarding identity or other required information, including falsification of legal agreements required for use of the KCM facilities and channels.
4. Repeated verbal or physically **Abusive Behavior**.

BOARD OF DIRECTORS

7.01 BOARD COMPOSITION Controlled by a Board of Directors, KCM is a private, **501(c)(3) non-profit** organization serving as the public, education, and government access channel for the City of Knoxville and Knox County. The same board governs Knoxville Community Radio. All Board Member nominees must be approved and appointed by Resolution of City Council as follows:

- 1 director shall be appointed by the City Mayor from the Mayor's staff
- 1 director shall be appointed by City Council to represent the Council on the Board
- 1 director shall be the Chairman of the Cable Television Committee of the Knox County Commission, or the Chairman's designee

· 3 directors shall be nominated by the Executive Director from the community volunteers involved in the production of television programs through the public access channel
· The remaining directors shall be nominated by the Board of Directors based upon expertise and specific needs

The appointed directors enumerated above may nominate additional directors. When the board is composed of 6, 7, or 8 members, two of those members shall be appointed among the active producers of KCM. When the Board is composed of 9, 10, or 11 members, three of those members shall be appointed among the active producers of KCM.

7.02 ADDRESSING THE BOARD OF DIRECTORS Persons wishing to address the Board must notify the Board in in writing in advance of their intention to be heard. They will be heard at the end of the scheduled board meeting, unless they are speaking to a specific agenda item.

DISPUTE RESOLUTION & THE REVIEW BOARD

8.01 DISPUTE RESOLUTION AND THE APPEALS PROCESS All disputes should be first directed to the Executive Director in writing. It is hoped that disputes can be resolved by a good faith effort to reasonably discuss the problem to arrive at an acceptable solution for everyone involved. When this is not acceptable or practical, a user may file a formal written request with the Executive + Creative Director to call a meeting of the KCM Review Board. If an individual wishes to file an appeal to a staff decision they should file a written formal request and return it to the Executive + Creative Director within 30 days of the staff decision. The Executive + Creative Director will notify the Review Board and set a meeting date within 30 days of the receipt of the request. The appellant will be given the opportunity to address the Review Board during the meeting. Decisions of the Review Board may be appealed by requesting a review by the KCM Board of Directors using the same process described above. Decisions of the KCM Board of Directors are considered final.

8.02 REVIEW BOARD The Review Board deals with dispute resolution relating to member status, production guidelines, and channel use. The Review Board is a committee comprised of 3 KCM Board members.

The responsibilities of the Review Board include, but are not limited to:

- Appeals for producers whose privileges have been suspended
- Review of programs for adherence to KCM policies
- Appeals for programming denied for broadcast
- Response to viewer complaints not otherwise resolved by KCM staff
- Review of procedures for compliance with operating policies
- Advise staff on policy interpretation for specific cases

Review Board meetings require a quorum of three. Decisions of the Review Board are made by majority vote. Minutes of all Review Board meetings will be sent to the Board of Directors. Vacancies will be filled by the KCM Board of Directors for the duration of the unexpired term.

DEFINITIONS

“First Amendment of the Constitution of the United States of America” – Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition the Government for a redress of grievances.

"Channel" refers to the channel(s) administrated by KCM on any video service provider’s system operating in Knoxville or Knox County, including on cable TV and streaming on the Internet.

“Video” refers to any pre-recorded program submitted to KCM for air, regardless of format or media upon which it is recorded.

“Radio” refers to any programming submitted recorded or produced live to RKCM for air, regardless of format upon which it is recorded.

"Equipment" refers to any and all equipment available for the production of community access programming.

"Facilities" refers to the property not directly related to the production of community access programming currently under control of KCM.

“Broadcast” refers to the transmission of a project, program, and/or other material through any medium including, but not limited to, cable TV, Internet streaming, and/or transmission of any other type.

"Resident" is defined as an individual whose principal abode (e.g. home, house, apartment, facility, structure, etc.) within which the individual lives the majority of the time located in the City of Knoxville or Knox County.

"Producer" refers to a person who has paid their access fee for the current year and “certified” having successfully completed applicable KCM training or having demonstrated sufficient knowledge of the facilities and equipment available to them and having signed a Radio Producer Agreement Form.

"Executive Producer” refers to a community resident who has paid their access fee for the current year as a RKCM producer, acknowledged their specific role in the production of a project, and signed a Radio Producer Agreement, accepting full responsibility for the content of all programs associated with that project.

"501(c)(3) Nonprofit Organization" refers to any organization that is recognized by the IRS as a 501(c)(3) tax-exempt organization and is also registered with the State of Tennessee as a non-profit corporation.

"Imported Programming" refers to programming produced by someone other than a resident of City of Knoxville or Knox County.

“Advertising" refers to any material designed to promote any commercial service, business, or product.

"Indecent Material" is defined by the courts as the repetitive and deliberate use of language or material that depicts or describes, whether directly or by innuendo, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs. For example, extreme physical violence or degradation, nudity, graphic depiction of medical procedures, and repetitive use of profanity would be considered "indecent." Profanity includes, but is not limited to, words such as those identified in FCC vs. Pacifica**.**

"Obscene" is defined by applying the “Miller Test”: (a) whether the average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest; (b) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law; and (c) whether the work, taken as a whole, lacks serious literary, artistic, political or scientific value.

“Single Program” refers to an individual program that is not part of a series.

“Program Series” refers to a project with multiple episodes with at least two new, never-before-aired episodes each month.