



# **MEMBERSHIP POLICIES AND PROCEDURES**

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# Brockton Community Access Purpose Statement

Brockton Community Cable Television (BCCT) Inc., also known as Brockton Community Access (BCA) Television, is a private non-profit 501(c)(3) corporation contracted to operate the Public, Education and Government (PEG) Access television studios and channels serving the City of Brockton. BCA is funded by a percentage of the cable revenues from Brockton's cable television franchise, Comcast, as contractually agreed to in their cable franchise agreement(s) with the City of Brockton.

BCA's mission is to train, educate, support and encourage the City of Brockton's diverse community to develop programming by and for Brockton residents in an effort to facilitate the exchange of ideas, perspectives, and share information through media production and content distribution.

BCA achieves its mission by providing Brockton residents and non-profit organizations equitable access to BCA's production facilities, skills training on studio and field production equipment, member engagement facilitation and scheduling air time to broadcast member produced content on Brockton's public, education, and government access television channels in accordance with the BCA Membership Policies and Procedures.

## Section 1: Member and User Policies

### 1.1. Membership Requirements

To become a member of Brockton Community Access (BCA), a person or organization must:

- Complete a Membership Application Form
- Provide proof of residency, employer or organization address, college or school attendance in Brockton
- Sign the Access User Agreement indicating they have read and will comply with the BCA Membership Policies and Procedures

### 1.2. Categories of Membership

#### A. Individual Membership

Requirements: Must be a Brockton resident, student or employed in Brockton. Members who joined BCA when membership eligible, but are no longer current Brockton residents, may renew their memberships at the discretion of the Executive Director.

Membership Privileges: Receipt of monthly BCA Newsletter, one-on-one training, BCA facilities and equipment reservation access, on-air channel time slots for PEG access programming and sponsorship of program content not produced by BCA members (per BCA's discretion).

#### B. Youth Membership

The under 18 years-old membership includes the privileges of an individual membership. Youth membership requires proof of age and must have signed parental consent form.

#### C. Family Membership

Persons within the same household may apply for a family membership, which includes individual membership privileges. Only two individuals in a family membership may be over the age of 18 years-old.

#### D. Non-Profit Organization Membership

Available for any Brockton firm, corporation, organization or other entity recognized as non-profit, tax-exempt by the IRS. Groups joining BCA under non-profit membership shall have all the privileges of the individual membership. Non-profit organizations are eligible to receive training for up to three (3) people per membership year.

### 1.3. Member Policies

BCA seeks to provide a safe, secure and welcoming environment for members, volunteers, staff and guests. Any violence, safety threat, verbal, physical or visual harassment, or disruptive behavior created by any individual or group is a violation of the BCA Membership Policies.

1. In order to use BCA facilities and/or equipment, members must attend a BCA Orientation class, be certified by BCA for use of the facilities and/or equipment, and be familiar with and agree to comply with BCA Membership Policies and Procedures. The BCA User Agreement must be signed and filed with BCA.
2. Members under 18-years-old are required to have a signed Parental Consent Form filed with BCA. Any BCA Members younger than 15-years-old must be accompanied by an adult when visiting the BCA facility or participating in a BCA activity.
3. BCA members must be certified in order to operate any BCA equipment by completing a training session or demonstrating proficiency satisfactorily approved by a staff member.
4. BCA facilities and equipment may be used by BCA certified members on a non-discriminatory basis based on equipment and facility availability and reservation confirmations.
5. Any BCA Member produced programs and content using BCA equipment or facilities **must air on the BCA Channel(s) before any other distribution outlet and must be intended for cablecast on BCA.** BCA produced content may not be used for any commercial purposes. Doing so will result in suspension or expulsion of BCA Membership and future access to BCA equipment and facilities.
6. Copyrights to all materials produced using BCA access facilities and equipment remain the property of the BCA member producer to the fullest extent allowed by law. Only the producer, as holder of the copyright, may authorize any other use of a recorded program, except that BCA may use member-produced video for publicity purposes.
7. Content produced by BCA Member producers can be added to the BCA website's on-demand library for online viewing at the discretion of BCA Programming staff. BCA Member producers who do not want their content to be added to the BCA on-demand library can state this on their BCA Cablecast Agreement.
8. Streaming Content - BCA Member produced content using BCA equipment or facilities is required to air on the BCA channels prior to any BCA Member uploading or streaming the content to any streaming platform, including, but not limited to social media. Member Producers will not be in violation of this policy if content is simultaneously airing live on the channel, while streaming. BCA has the right to stream any BCA Member produced content without permission from or notification to BCA Member producers.
9. BCA Member Producers and BCA Volunteers should never falsely represent themselves as employees of BCA or speak on behalf of BCA. If asked, BCA Members and volunteers can explain their role as a member producer or volunteer.
10. BCA Members are subject to all lawful requirements and restrictions imposed by the City of Brockton Public Schools and City Government for entry into any buildings owned or controlled by the Brockton Public Schools and Brockton City Hall.
11. BCA Members must follow these BCA Membership Policies and Procedures or risk suspension or expulsion of BCA Membership.
12. Violation of BCA Membership Policies and Procedures consequently can be met with written warnings, suspensions, terminations of member privileges, lawful remedies or sanctions. Warnings, suspensions or terminations, and other lawful remedies or sanctions can be imposed in accordance with procedures referenced in Section 6 below.

### 1.4. Facility Rules

1. Weapons or illegal substances are prohibited in the BCA facility.
2. Smoking is prohibited in the BCA facility.
3. Alcohol is prohibited on the BCA facility grounds.
4. Any individual under the influence of drugs or alcohol can't be on BCA premises or operate equipment.
5. BCA Staff will not tolerate any abuse, threats or disruptive behavior on or outside BCA facilities by any BCA Member using equipment or visitors attending BCA events. This includes any verbal or non-verbal abuse of another person.

6. All office equipment is for use by BCA Staff only.
7. **Food** - BCA Members can use the kitchen appliances and eat at kitchen tables with prior BCA Staff notification and permission. Members are required to clean all dishes and utensils and remove all garbage. Food and liquids are prohibited in editing suites, studios or control rooms. Hosts and guests can have water in the studio during recordings. Member Producers are responsible for emptying, washing, and replacing the mugs following the recording.
8. BCA Members are responsible for providing guests visiting BCA facilities appropriate instructions for parking, directions for entering the facility front entrance (rear entrance is only for physically impaired individuals), use of the front door buzzer and signing-in upon entry. BCA Members are responsible for their guests and children while in the BCA facility.
9. No pets or animals are allowed in the facility unless involved in a studio production and authorized in advance in writing by BCA Staff.
10. BCA Members are prohibited to use or loiter in the facility for purposes other than production, special events, meetings and other reserved activities.
11. The BCA Executive Director, Staff, BCCT Board Director or Designee are empowered to ensure the safety of all guests, members, visitors, and staff. In this effort, these individuals will exercise their authority to address any threat to safety or disruptive behavior.
12. Any BCA Member holds Brockton Community Cable Television (BCCT) and/or Brockton Community Access (BCA) harmless from any claims, causes of action, liability or damages, including legal fees and expenses, incurred as a result of a negligent act, omission, or intentional act of the member.

## **1.5. Training and Certification**

Brockton Community Access offers members one-on-one production equipment training. Training schedules are based on BCA Staff availability and BCA Member availability.

BCA Members can communicate with the BCA Membership and Community Relations Coordinator to identify the appropriate BCA Staff for the specific training needs of the BCA Member.

Brockton Community Access encourages BCA Members to schedule their one-on-one training session once they complete their onboarding process with the BCA Membership and Community Relations Coordinator.

### **A. Scheduling Training Session**

One-on-one training sessions are scheduled on a first-come, first-serve basis and based on BCA Staff availability.

### **B. Attendance**

BCA Members are required to notify BCA Staff no later than 11:00 a.m. by telephone or email, if they are not able to attend the previously scheduled one-on-one training session. Repeated failure to provide notification or repeated cancellations are a violation of policies and will result in suspension of access to training opportunities and use of BCA facilities and equipment.

### **C. BCA Cancellation of Training Sessions**

BCA may cancel a scheduled training session and also reserves the right to cancel or reschedule at any time due to instructor illness or absence or the reasonable request of the instructor.

### **D. Certification**

Members can be certified to use studio production equipment, check out field production equipment, and take advanced training by successfully completing the appropriate training requirements. BCA Members should attend all sessions of a training course and meet the standards set by BCA staff and instructor. Experienced producers may be certified and by-pass trainings in studio, field production, and editing by demonstrating proficiency with equipment and/or software.

Annual re-certification of certified members will automatically take place with renewal of membership, so long as the member has been involved in at least one BCA-based productions in the previous year of membership. BCA staff reserves the right to request members to be re-certified in any area, when deemed necessary.

## Section 2: Program Content and Scheduling

Brockton Community Access's response to controversial content in programming is to encourage free speech, as opposed to silencing. In addition, BCA is restricted from censorship or content control, except with respect to recognized categories of Prohibited Content addressed in Section 2.1. BCA encourages anyone who disagrees with a program to produce counter-programming presenting an opposing point of view or respond to the program in question subject to the applicable Brockton Community Access membership and/or sponsorship requirements.

### 2.1. Prohibited Content

Subject to and in accordance with applicable law, presentation of the following material on public, education and government access channel is prohibited:

1. Any commercial advertising or programming including:
  - promotion of the sale of any commercial service or product
  - price information in connection with commercial content
  - commercial Calls To Action (CTA) or inducements to buy
  - paid political announcements
2. Unlawful use of any material that is copyrighted or trademarked.
3. Any material intended to defraud the viewer or designed to obtain money by fraudulent representations or promises.
4. Programming without the necessary licenses, consents, releases or other required authorizations for its use as presented to BCA. According to a reasonable determination by BCA, the foregoing applies to, but is not limited, to programming that does not have required licenses, consents, releases, or authorizations from copyright holders and owners of other intellectual property rights; parents or guardians of children; persons from whom image, performance, location or other consents, releases or authorizations are required; consents as needed to prevent unlawful invasion of the privacy of members and other persons; or consents as needed to otherwise prevent the unlawful or wrongful misappropriation of the image, likeness, or other legally protected interest of any person.
5. Programming that is prohibited by law and/or FCC regulations and creates in the final judgment of BCA a reasonable basis for concern about risk of liability against Brockton Community Access, its members, Board of Directors or employees. Such content may include, but is not limited to:
  - libel
  - slander
  - obscenity
  - unlawful invasion of privacy
6. All advertisement of, or information concerning, any lottery, gift enterprise or similar operation offering prizes dependent, in whole or in part, upon lot or chance; or any list of the prizes drawn or awarded by means of such a lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.
7. Solicitation of funds, with the exception that nonprofit member organizations may produce one fundraising program, approved in advance by the Executive Director, per calendar year.

### 2.2. Indecent, Profane or Patently Offensive Content

When content is not prohibited by law, but is found by BCA to be indecent, profane or otherwise patently offensive to community standards, and not appropriate for cablecasting during times of day when children are mostly likely to be viewing, BCA will respond by presenting such programming on a more conducive schedule. BCA reserves the right to implement lawful Media Access Center 'Safe Harbor' Scheduling and related practices including, but not limited to, requirements for advisory warning disclosures as set forth in Section 2.7 below, in order to reduce the risk of exposure of children to indecent, profane or offensive and vulgar programming.

Offensive Content may include, but is not limited to:

- Offensive, intense or graphic physical violence against people or animals

- Mutilation or degradation of people or animals
- Abusive behavior against groups and/or individuals
- Offensive depiction of medical or surgical procedures
- Offensive sexual situations or explicit sexual activity
- Most forms of nudity
- Abusive language against groups and/or individuals
- Profane, vulgar or colloquial expressive language or reference to explicit sexual activity, sexual contact, sexual organs, excretory functions or private bodily functions in an indecent, profane or offensive manner.

In addition to the above examples, the Executive Director may classify program content as indecent, profane or offensive and inappropriate for children using criteria not listed above but which are, reasonably and lawfully, within the scope of those examples.

### **2.3. Safe Harbor Scheduling**

In the reasonable judgment of the BCA Executive Director, programming that contains indecent, profane, vulgar, or other offensive content is permitted on the access television channels only during Safe Harbor hours, from 12 a.m. to 5 a.m., subject to the following procedures.

- Each BCA Member Producer or Sponsor submitting a program must certify on the BCA Cablecast Agreement form whether the program being submitted contains any indecent, profane, vulgar or other offensive content according to these policies. Each producer or sponsor of such programming must add a Viewer Advisory Warning at the beginning of the program as described in Section 2.7 below.

The Executive Director is authorized by the BCCT Board of Directors to implement Safe Harbor scheduling for such programming.

The Executive Director may make preliminary Safe Harbor scheduling decisions when the Executive Director becomes aware that a program has been submitted that includes lewd, indecent, profane or other offensive content. The Executive Director shall give the program producer or sponsor the opportunity to be heard regarding the appropriateness of such scheduling decisions. If such programming has been scheduled for cablecast before the Executive Director becomes aware it contains such indecent, profane or other offensive content, the Executive Director can implement immediate schedule changes and will notify the producer or sponsor of the change and the opportunity to be heard on the appropriateness of such change.

At a meeting duly called for this purpose, the BCCT Board can review a schedule change decision if one is requested in writing by the program producer or sponsor. The BCCT Board may initiate the review of any such schedule change by the Executive Director. Such review of a schedule change shall provide the Complainant and Respondent a reasonable opportunity to be heard at a meeting of the Board of Directors where they and BCA can present relevant evidence, testimony, documents and arguments.

The authority to impose Safe Harbor scheduling does not imply any duty or organizational purpose to pre-screen programs. BCA will pre-screen program content only if it possesses or is presented with credible evidence of specific Prohibited or Offensive Content that is scheduled outside the Safe Harbor schedule.

### **2.4. Live Call-In Programming**

If a live program is intended for a general audience, the BCA Member producer must take reasonable measures to prevent prohibited offensive content or indecent, profane, or vulgar language outside the Safe Harbor hours. As a precaution against the presentation of prohibited content, especially regarding issues of libel, slander, obscenity, or threats to public and personal safety, anonymous or unidentified callers are not permitted. All calls must be answered "off-air" so the producer may obtain the caller's name and telephone number and call the caller back to confirm legitimacy of the given name and phone number prior to placing the call on the air live.

Producers or persons conducting live call-in programs must maintain a log of names and telephone numbers of call-in participants. Caller names and numbers may be retained by the producer, unless required by court order or by Brockton Community Cable Television, Inc. as reasonably necessary for corporate purposes. The responsibility for asserting a right to non-disclosure is solely upon the BCA Member producer, and therefore, BCA does not need to initiate or participate in any such effort.

If the recording of a live program contains indecent, profane, or other offensive content, scheduling of replays within Safe Harbor hours may be avoided by editing out such content. However, if indecent, profane or offensive



content cannot be deleted, the producer must add a Disclaimer and Viewer Advisory to the program pursuant to Section 2.7. Any subsequent replays will occur only during Safe Harbor schedule. BCA will provide producers and sponsors with notice and, if requested, an opportunity to be heard by the BCCT Board before requiring editing of program content. The decision of the BCCT Board on the appropriateness of required editing shall be final.

## 2.5. Use of Community Bulletin Board

BCA operates a digital on-air Community Bulletin Board (CBB) that cycles community announcements on the access channels when no produced programs are scheduled. These non-personal, non-commercial announcements of interest to Brockton residents can only be submitted by Brockton residents, Brockton-based organizations or the City of Brockton. Commercial announcements, advertising or direct appeals for funds for commercial purposes are allowed. Non-profit fund-raising events or projects can be posted. BCA staff reserves the right to schedule announcements at BCA's discretion. BCA is not responsible for announcement mistakes on the CBB when made by the submitting party. As producer of the CBB, BCA reserves the right to reject or edit any announcement. Each announcement must include the name of the person sponsoring or posting the message. A phone number, website or email address is permitted.

All other programming restrictions apply to the Community Bulletin Board. Notices may be submitted via the BCA website CBB page or an email to [info@bcatv.org](mailto:info@bcatv.org). BCA prioritizes Brockton community-related notices. There is no guarantee every notice submitted will be added to the CBB.

## 2.6. Underwriting and Grants

Underwriting or grants for programs produced by BCA Members must be for goods, services, in-kind contributions or donations aiding in developing and improving programs. Members may not be paid for their efforts. Credits for underwriting shall include sponsorship language such as: "This program was made possible through a grant by .." or "Goods and services used in this program were contributed by.." BCA must be informed, in advance, of any such underwriting credits and reserves the right to exercise final approval of the proper format for underwriting credit.

Producers of shows underwritten by or receiving a grant from a business or organization may list the underwriter's name and may include a telephone number, street address, email address and/or website address. It may not include a Call To Action (CTA).

## 2.7. Disclaimers, Warnings, Titles, and Credits

### A. Public Access Disclaimer

All programming presented by producers other than BCA for cablecast by BCA **must begin and end with** the following disclaimer:

"This program is a Public Access production. It is not produced, sponsored, or endorsed by this access station, the local government nor the cable service provider. The program producer is solely responsible for the content of this program."

### B. Viewer Advisory for Offensive Content

In addition, if a program contains indecent, profane, or other Patently Offensive Content as described in Section 2.2, this viewer warning must be included for at least 15-seconds before the program begins.

"This program may contain generally offensive material which may be disturbing to some viewers. Viewer and parental discretion is advised."

BCA will schedule programs that contain this viewer warning in Safe Harbor hours. See Section 2.3.

### C. Required Program Content

**The Beginning Slate** for all programs produced by BCA Member producers must have the following format:

- 15-seconds of the Viewer Advisory for Offensive Content, when applicable
- 15-seconds of Public Access Disclaimer
- Program title
- Segment name
- Producer's name

**The End Slate** for all programs produced by BCA members must have the following format:

- Any applicable credits and acknowledgements
- Producer's name
- 15-seconds of Public Access Disclaimer

#### **D. Programs not meeting these guidelines**

BCA has the right to remove a program failing to provide the required format or doesn't include the required production information, disclaimers or warnings. BCA reserves the right to add a disclaimer or warning on any program airing on the channels.

## **Section 3: Video Production**

### **3.1. Use of Portable Video and Audio Equipment**

#### **A. Reservations**

Equipment reservations can be requested no more than one month in advance and made at least one week in advance. Reservations should be made via the BCA's website 'Reservations' page. Equipment can be checked out for no more than 48-hours during the week, and agreed upon longer periods over the weekends and holiday closures as predetermined and agreed upon by BCA staff.

#### **B. Checking Equipment In and Out**

At the time of each use, the Equipment Check-Out Reservation form must be submitted by the BCA Member who has signed the Production Contract or a BCA Member sponsored listed certified crew member. The BCA Member, if under age, parent or guardian, personally assumes all responsibility and liability for the equipment. Equipment must be picked up and returned at the designated times. Failure to return equipment on time can result in a written warning and multiple violations will result in loss of privileges.

BCA attempts to ensure that all equipment being checked out is in good working order. It is strongly suggested all members set up and test equipment before leaving the building. Members can borrow additional equipment only when all previously checked out items are returned in good working condition.

### **3.2. Use of Recording Studio and Post-Production Equipment**

#### **A. Reservations**

Reservations for the studio may be made up to two months in advance. Reservations should be made via the BCA's website 'Reservations' page. Reservations are not final unless confirmed by BCA staff in person, writing or by email. BCA Staff are required to confirm availability in writing after communicating with BCA Member submitting request.

#### **B. Crew**

The producer and all crew members must be certified for studio production. No studio production may take place without BCA Staff supervision. The producer and director must be a current BCA Member in good standing in order to produce a program in the studio or the production will not be allowed to record.

#### **C. Studio Time**

Scheduled studio time includes pre-production (set-up time), production (recording time) and post-production (studio clean-up and set striking). In other words, for scheduled studio productions the producers should allow at least thirty-minutes before, and after, the recording of the production for set-up and clean-up of the studio. This time is included in the scheduled studio time.

#### **D. Props and Sets**

Any materials for productions beyond those supplied by BCA must be supplied by the member and must be removed after the production. Sets, props and production materials may not be left in the studio without prior authorization from BCA staff.

#### **E. Hard Drives**

Members may reserve an External Hard Drive for storing and editing video data on a first-come, first-serve basis, only during the term of the membership or production of their program. These drives may accumulate wear and damage through heavy use. BCA is not responsible for lost or damaged data on BCA drives or computers. BCA

highly recommends Members consider the benefits of purchasing their own External Storage Drives, whenever possible.

#### **F. Deletion of Unfinished Programs**

BCA Member producers will be notified when their programs have been inactive on BCA Hard Drives for more than 60 days. BCA can delete content of any programs from BCA Hard Drives inactive for more than 90 days. BCA Members can supply their own hard drives to avoid these BCA deadlines.

#### **G. Program Copies**

BCA Producers are responsible for making a copy of their recorded program for personal use. If a viewer requests copies of a BCA Member produced program, BCA staff will contact the producer for permission, and if permission is granted, will provide copies for a fee.

### **3.3. Mobile Production Truck**

The BCA Mobile Production Truck is only available to qualified, experienced, BCA Members on a very limited basis at the complete discretion of the Executive Director. Events produced by BCA Staff using the mobile production truck take priority over any member productions. The production truck can only be driven by a BCA Staff person.

If a BCA Member desires to schedule a truck production, BCA Member(s) must have completed the mobile production truck training course and demonstrated proficiency operating the equipment properly. BCA Members must also participate as a crew member on at least four (4) BCA Staff produced truck productions to qualify. BCA Members seeking to use the mobile production truck must provide specific details such as date, on-site time, event start time, event end time, location, all crew contact information and driving directions. The Mobile Production Truck Request should be submitted to the Executive Director for review and approval at least three weeks prior to the event. Scheduling truck productions is at the discretion of the Executive Director.

At least two production truck crew members must be truck-certified. All other crew members need to be studio or field certified. A camera operator must be stationed at each camera for the duration of the production. Camera grip(s) may be necessary as determined by the truck technician or BCA Staff.

All production truck productions require a site visit by BCA Staff to determine viability of the location for use of the production truck.

### **3.4. Facilities and Equipment Production Guidelines**

Equipment is available only via reservations, based on a first-come, first-serve, basis. All equipment is only available for the sole purposes of producing content for the public, education or government access television channels.

BCA Members must submit a completed request for each program or series submitted to BCA for airing on the channels and certified for any equipment check out or use in the BCA production facility.

Equipment or facility reservations require at least a twenty-four hour advance notice for cancellations. Repeated late cancellations will result in loss of membership privileges.

Any issues with BCA equipment should promptly be brought to the attention of a BCA Staff person and details should be documented in an Equipment Report.

Any BCA equipment should not be tampered with nor attempt repairs by a BCA Member without BCA Staff supervision. BCA Members abusing equipment will be required to repeat training or risk loss of privileges.

Personal equipment or property used at BCA with BCA equipment must not jeopardize any person or property.

BCA Members are entitled to a maximum of three hours per session with a maximum of nine combined hours per week in the studio, post-production or editing facilities. Reservations outside these parameters will be made at staff discretion. Scheduling concerns should be brought to staff attention immediately and resolved at that time.

### **3.5. Responsibility, Liability and Insurance**

#### **A. Releases and Permissions**

The BCA Member Producer is responsible for securing proper written permissions using these releases:

- Talent Release used for show guests, event speakers and performers.
- Minor Release used for minors and require a signature by parent/legal guardian of a minor.
- Material Release used to secure permission for pictures, videos and other types of media owned or created by other individuals.

## **B. Facilities and Equipment**

BCCT, Inc. carries insurance policies for equipment used by BCA Members. Premiums are paid by BCA and the policy is in BCA's name. A BCA Member producer is required to fully cooperate with the BCA insurance carrier if equipment is damaged, lost or stolen. Please note - the BCA Member producer is responsible for the insurance deductible. If equipment is stolen, the producer is responsible for filing a police report at the time it's stolen in order for the insurance company to honor the claim. No equipment should be left unattended or in a car for any extended period of time and there must be proof of forcible entry for the insurance company.

All BCA Member Producers are responsible for the BCA equipment reserved by them and the actions of any and all individuals involved in their production.

If the BCA insurance claim is not accepted by the insurance company and the producer is negligent of taking precautions to protect BCA's equipment, the BCA Member producer is responsible for reimbursing BCA for the equipment's replacement value.

# **Section 4: Cablecasting and Scheduling**

## **4.1. Sponsoring Programs for Cablecast**

Programs not produced by BCA require BCA Member sponsorship. Sponsorship is limited to two series programs per BCA Member annually. One series program must be a locally produced program.

## **4.2. Locally Produced Program Definition**

A "locally produced" program consists of more than fifty-percent of locally produced content created by BCA Member or Brockton Resident. Programs not containing content created by BCA Members or Brockton Residents are considered non-local.

## **4.3. New Program Definition**

A new program or episode of a local series program must contain more than fifty-percent of new content recorded by a BCA Member Producer. The program must be original content to be considered a new program or episode. Programs without such content is not considered new programming.

## **4.4. Cablecast Agreement**

A Cablecast Agreement Form must accompany any media submitted for airing on the channel(s). The Cablecast Agreement is a contract between BCA Member Producer and BCA. Cablecast Agreement Forms for series must be submitted annually while the series is active. Formatting, labeling and other guidelines are detailed on the Cablecast Agreement Form. If the program contains offensive content as defined in Section 2.3 of this document.

## **4.5. Cablecast Technical Standards**

BCA has the right to show or stop a program if audio or video signals don't meet BCA's technical or production standards determined by BCA staff. All program submissions require the following information - program title, episode name, producer's name, production date, exact total running time (TRT) of hours, minutes and seconds from black-to-black program beginning and ending.

## **4.6. Program Schedule**

BCA schedules the channel(s) of programs to best entertain and inform viewers and the community while providing fair and equitable channel time. BCA has the right to schedule any program in an appropriate time slot based on its content and potential audience in adherence with BCA policies and procedures.

## 4.7. Scheduling Priorities

BCA prioritizes programs produced by Brockton Community Access or BCA Members. Non-local programs are scheduled less frequently. BCA can and will pre-empt non-locally-produced programs to create space for locally produced programs. All specials and single-run programs are scheduled at the discretion of the BCA Staff based on schedule availability.

BCA can also pre-empt all programs for live or special event coverage and all program schedule decisions are final. BCA Member Producers may respectfully disagree with program schedule decisions, but must respect BCA Staff regardless.

## 4.8. Series Definition

A Program Series is at least four (4) new episodes with the same theme and format. All program series require one (1) new episode per month to maintain Series status. No Series will be scheduled until the first four (4) completed episodes are delivered to BCA.

## 4.9. Series Scheduling

A Series Time Slot is reviewed annually and a new Cablecast Agreement is required. There are no guarantees the same time slot will be available.

New episodes must be submitted at least two days before the air date or with special arrangement by BCA staff. If more than sixty-days pass without a new episode, the BCA Member Producer will receive a written warning. Once ninety-days transpire without a new episode the time-slot is forfeited.

## 4.10. Series Cancellation

A series time slot cancellation occurs when the stated requirements aren't met. BCA Staff will require four (4) new episodes for the renewal of a show previously cancelled due to episodes not being supplied in a timely manner.

# Section 5: Role of BCA Staff

## 5.1. Role of BCA Staff in Production

Public access success relies on Brockton community members engagement using television production equipment to share experiences, activities, ideas, and events impacting them, their neighbors and the community. The role of BCA Staff is to train and support BCA Members to use television production equipment by certifying their skills on the necessary equipment and software. BCA Staff assist beginning producers, answer production questions, help members create volunteer production crews and supervise the use of facilities and equipment.

BCA Staff can provide guidance and assist BCA Members assembling production crews from BCA Membership. BCA does this by email outreach to the BCA Volunteer database informing members of the opportunity to volunteer on BCA Member productions. There are no guarantees such efforts result in volunteers participating on the production. BCA Member Organizations seeking to produce programs consistently are encouraged to identify individuals within its organization for BCA to train as the organizations television production crew. Television production services for individuals or organizations are not provided by BCA Staff.

## 5.2. Members and Interns

BCA relies heavily on BCA Member Volunteers for community event coverage and studio productions. BCA Members are encouraged to volunteer during and after their training and certification. BCA shares production opportunities with BCA Members through Constant Contact e-blasts with a list of community events requesting coverage.

BCA offer does offer internships to students in the Brockton community. All interns become BCA Members and sign the BCA User Agreement. Students receiving high school or college credit are encouraged to apply.

## 5.3. Grievances

Grievances against BCA regarding assignment of space, channel time, equipment, studio and facility use, or any other matter regarding BCA, should notify in writing the Executive Director. If the Executive Director does not address the grievance to the satisfaction of the complainant or the circumstances directly involve the Executive Director, the grievance may be directed in writing to Attention: Brockton Community Cable Television (BCCT)

Board of Directors, PO Box 1057, Brockton, MA 02301. The Board of Directors decisions regarding any grievances brought forth are final. Grievances involving program content for which a dispute resolution process is provided elsewhere herein, do not apply. If applicable, violations may otherwise be filed as a complaint pursuant to Section 6 below.

## Section 6: Violations

### 6.1. Violation Levels

In order for these policies to be effective and keep BCA operations running smoothly, the following procedures have been instituted to address complaints and allegations of violations of policy. The two levels of violations are Major and Minor. Violations are designated as either Major or Minor by the Executive Director or the Board of Directors based on the violations described below. Any program content violations are the burden of the producer and any other individuals involved with the program production.

#### A. Major Violations

Major Violations include the following:

1. Taking equipment without staff permission
2. Taking or using equipment for the production of programming not airing on BCA
3. Misusing the equipment for unrelated production activity including adding accessories or dismantling
4. Removing or hiding BCA labels and other identifying information
5. Failure to check-in reserved equipment
6. Adding, downloading, installing unauthorized software on BCA computers
7. Entering the BCA facility with possession of a firearm, weapon(s) or illegal substances
8. False statements or information entered onto the BCA Access User Agreement or Cablecast Agreement
9. Abuse or harassment of BCCT Board of Directors, BCA staff or BCA members
10. Any disruptive or inappropriate behavior on BCA facilities or during BCA events
11. Using BCA facilities or equipment for monetary gain or financial profit
12. Misrepresenting BCA Membership role in any situation in the community
13. Falsifying forms, documents or other knowingly fraudulent activity
14. An accumulation of multiple violations
15. Posing a risk to the safety or well-being of any BCA staff person, member, visitor, guest, or individual on BCA property, during BCA functions or BCA productions

#### B. Minor Violations

Minor Violations include the following:

1. Continued failure to notify BCA Staff of a reservation or scheduled training cancellation
2. Continued tardiness for equipment pick-up or return without prior notification
3. Ignoring facility signage and directions regarding access to equipment and facilities
4. Repeated loss or mishandling of equipment
5. Repeatedly failing to clean areas after use and ignoring designated food and drink areas
6. Fighting anywhere on BCA grounds, creating excessive noise, engaging in rowdiness or non-professional behavior.
7. BCA Program Content guideline violation
8. Failing to disclose indecent, profane or offensive content deemed inappropriate for children viewers
9. Sponsoring a program that violates BCA's content and copyright guidelines
10. Continually failing to secure required permission or release forms

## 6.2. Sanctions and Remedies

### A. Major Violations

Major violations will result in consequential sanctions such as suspension of privileges or membership revocation, and other punishments warranted by the violation(s).

### B. Minor Violations

The first instance of a Minor Violation will be a written warning. Multiple minor violations over one year will result in more sanctions, including another written warning and seven-day suspension of membership privileges. A thirty-day suspension of membership privileges will follow any second minor violation. This will increase to a sixty-day suspension for a third violation.

### C. Temporary Suspension of Equipment Use and Training Privileges

The Executive Director can temporarily suspend a member's right to use BCA equipment, the facility or participate in trainings, if the Executive Director or Board of Directors determine the individual's use of BCA equipment or participation in training puts at risk other individuals' safety or property damage.

A temporary suspension of equipment use and training participation shall not exceed fifteen (15) days, during which period, the producer's privilege to air programs will not be suspended.

The decision of the Executive Director to impose a temporary suspension of equipment and training privileges will occur after a process that includes reasonable notice to the affected member and the opportunity to be heard, only when requested. In the event notice and opportunity cannot be given in advance of the decision, notice and opportunity to be heard will be provided following the decision.

All temporary suspensions are imposed with written notice. The hearing follows only when exigent circumstances, determined by the Executive Director, prevented the person to be heard.

Final actions by BCA to extend or make final a temporary suspension of privileges involving use of equipment and participation in training for more than two weeks will occur only after providing reasonable notice and opportunity to be heard by the affected individual(s).

In the event of health or safety risks requiring the judgment of the Executive Director take immediate action on a complaint or violation prior to notice and an opportunity to be heard, notice and opportunity to be heard will be provided in accordance with the procedure in Section 6.3 below.

If the person who initiated a complaint of violation under this Section 6.2 is deemed by the Board of Directors or the Executive Director, whichever is conducting a proceeding under this section, to have a sufficient interest in the outcome, the person may receive notice and an opportunity to participate in the proceedings, if deemed appropriate by the BCA body conducting the proceedings.

### D. Membership Suspension or Revocation

Any BCA Membership can be revoked or suspended for a specific amount of time for the following behaviors:

- inability to share facilities with others
- being disruptive
- abuse
- misrepresentation
- harassment
- illegal activity
- for-profit use of the facilities and equipment
- any major or repeated minor violation

Membership suspension or revocation is imposed only after notice and opportunity for the member to be heard in accordance with Section 6.3 below.

### E. Fiduciary Duty and Contractual Obligations

Brockton Community Access (BCA) reserves the right to further implement and enforce these BCA Membership Policies and Procedures to promote the best interests of BCA, its members and the general public, subject to, and in accordance with, these policies and procedures as found lawful and beneficial by the Board of Directors.

If it's in the best interest of BCA, BCA can designate staff to assist a complaint, act as a complainant, co-complainant or as a participant or other representative of the cause stated in the complaint.

Actions constituting a breach of contract between a BCA Member and BCA may also be pursued by BCA in a civil action, including but not limited to private contract enforcement between a private non-profit corporation and a Member, Producer or Sponsor.

Notwithstanding, BCA's jurisdiction over complaints and violations, pursuant to these BCA Membership Policies and Procedures, reserves the right to decline responsibility for deciding or resolving a legal dispute between BCA Members or entering into a legal dispute between BCA Members.

### **6.3. Complaints of Violations Procedure**

#### **A. Filing a Complaint**

Complaints may originate from members, staff or the public. Members are encouraged to resolve difficulties at the staff level. However, any person may file a formal complaint using BCA's Complaint Form. The complaint should contain sufficient information to enable BCA to evaluate the complaint and respond appropriately. The complaint should indicate whether BCA is authorized to disclose the complainant's name to the person(s) named in the complaint ("Respondent(s)").

#### **B. Responses to Complaint**

##### **1. Acknowledgment of Complaint**

Within ten (10) days of receipt of a BCA Complaint Form, the Executive Director will send the complainant an acknowledgment of receipt and request any additional information needed to process the complaint. The Board of Directors will also receive copies of the complaint.

##### **2. Notice to the Respondent and Reasonable Opportunity to be Heard**

The Executive Director will send to the Respondent in writing via United States Postal Service, and copied to the Board of Directors, a Notice of Complaint, a Copy of the Complaint and, Notice of an Opportunity to be Heard within ten (10) days of receipt of a Written Complaint.

##### **3. Notice of No Action**

The Executive Director with or without the approval of the Board of Directors, may decide that a Complaint does not warrant action. BCA may use preliminary procedures to determine how and whether to proceed with the Complaint.

If no action is taken on a complaint, a Notice of No Action will be prepared by the Executive Director which will state the reason for not taking action. The Complainant and the Respondent will be sent a copy of the Notice of No Action and no further action will be taken on the Complaint. A copy of documents pertaining to the Complaint will be retained by BCA. A Complainant may, within fourteen (14) days of receipt of the Notice, request the Board of Directors reconsider the decision. A Complainant may file a new Complaint alleging different or additional violation(s), which would be treated as a new Complaint.

##### **4. Proceedings**

If further action on a Complaint is to be taken, BCA shall notify the Respondent of the procedures to be followed. If further action is to be taken, the proceedings purpose is to provide the parties an opportunity to present evidence and arguments required for a fair and equitable resolution of the Complaint. The hearing is presented in front of the Executive Director and/or a Panel of selected individuals from the Brockton Community Cable Television, Inc. Board of Directors per the guidelines identified in Section 6.3. B.6.

BCA shall use its best efforts to issue a decision in writing within a reasonable period following the Hearing. BCA shall notify the Complainant and the Respondent of the decision. The notification will include a Statement of Reasons for the decision and, if the complaint is sustained, the prescribed solution or sanction along with other appropriate relief consistent with the BCA Membership Policies and Procedures.



## 5. Additional Procedures

The Board of Directors and Executive Director may vary, modify or waive particular procedures or prescribe additional procedures, as may be reasonable, to accomplish the goal of securing a fair and adequate resolution to the subject of the Complaint.

## 6. Allocation of Responsibilities

The Executive Director, Board of Directors and Governance Committee have the following responsibilities when acting on violations and processing complaints:

### a. Executive Director

The Executive Director has initial responsibility over complaints about Major and Minor Violations involving operational, administrative and technical matters. The Executive Director doesn't have responsibility over matters involving determinations of compliance with applicable laws but does have responsibility over matters involving termination of membership. The Executive Director has responsibility over complaints about Minor Violations #1-10 and Major Violations #1-15 as described above. The Board of Directors for further proceedings can transfer to itself any matter within the initial responsibility of the Executive Director.

The Executive Director can issue Temporary Orders as needed to protect Brockton Community Access property, the facility, and to prevent imminent injury and threatened safety to persons with respect to any matters, over which the Executive Director exercises initial responsibility. If such an order is issued, the opportunity to be heard will be provided to the affected parties and the Board of Directors in a reasonably prompt manner. Temporary Orders issued without notice and hearing are effective as long as the exigent circumstances exist.

### b. Board of Directors

The Board of Directors has responsibility over complaints involving issues and violations where suspension or termination penalties may be imposed, including but not limited to allegations of illegal conduct. The Board of Directors also can engage in responsibility over complaints about Major Violations #7-15 and Minor Violations #6-10 described above.

### c. Delegation of Tasks

The Board of Directors may delegate to the Executive Director or the Governance or any other committee, related tasks necessary to process complaints and violations, including but not limited to assembly of evidence for presentation to the Hearing Panel, preparation of preliminary recommendations and findings for consideration of the Hearing Panel, and any other tasks useful for securing fair and adequate resolution to the Complaint or Violation.

## C. Appeals

### 1. Short-term suspension

A suspension of membership, equipment use, or training for fourteen business (14) days or less, can be appealed to the Executive Director by the Respondent via written request for an Informal Hearing to the Executive Director within fourteen (14) days of receipt of BCA's written decision. The Executive Director will make a decision and provide Respondent with the reasons for the decision on the appeal. Filing of such written request does not defer the suspension unless ordered by the Executive Director.

### 2. Other Appeals

A Respondent discontent with the imposition of a suspension of greater than fourteen business (14) days or decides to appeal a decision or an order entered on a Complaint, may request in writing a review or rehearing by the Board of Directors. The request for review or rehearing with the specific reasons and detail to allow review of the decision must be received by BCA within fourteen (14) business days of the BCA member's receipt of BCA's Written Decision.

If the Board of Directors determines the request for review or rehearing has sufficient detail and grounds for appeal, BCA will notify the Respondent and other participants in the proceeding in writing at least fourteen (14) business days before the Board of Directors further reviews or rehears the matter. The Respondent and/or participants in the matter can submit written materials to the Board or appear in person for the review or rehearing. The Board of Directors may elect to affirm the prior decision with the remedies or penalties imposed, reconsider, rescind or revise the decision and remedies or penalties imposed, or otherwise modify the prior decision. The Board of Directors will issue a written decision in the matter including a Statement of Reasons for its conclusion.

The procedures set forth in this section shall be used to the extent applicable. On any rehearing of a matter previously heard by the Hearing Panel, the presentation of facts and arguments are limited to the specific issues in dispute in the appeal and review. Any evidence and arguments pertaining to facts and decisions not relevant to matters under review will not be heard.

## **Section 7: Policy Implementation**

### **7.1. Interpretation of the Policies**

These BCA Membership Policies and Procedures shall be interpreted by the Executive Director whose decision is subject to review or final interpretation by the Board of Directors.

### **7.2. Amendments to these Policies and Procedures**

Amendments to the BCA Membership Policies and Procedures may be proposed by the Executive Director or the Governance Committee of the Board of Directors, and then considered by the Board of Directors for adoption at a meeting duly called for the purpose. Amendments will be effective upon adoption and membership will be notified promptly of these policy changes by email, the website or posting at the facility.