

FRAMINGHAM PUBLIC ACCESS CORPORATION



Member Policies and Procedures

Effective January 1, 2010

Table of Contents

FPAC Statement of Purpose.....	1
Section 1: Member and User Policies.....	1
1. Membership Requirements	1
2. Categories of Membership	1
A. Individual Membership	1
B. Individual Junior or Senior Membership.....	1
C. Family Membership.....	1
D. Non-Profit Organization Membership.....	1
E. Business Membership	1
3. Member Rules	2
4. Facilities Rules	2
5. Training and Certification	3
A. Registration for classes	3
B. Attendance	3
C. Cancellation of Classes by FPAC	3
D. Certification	3
Section 2: Program Content.....	4
1. Prohibited Content.....	4
2. Generally Offensive Content	4
3. Live Call-In Programming.....	5
4. Use of Community Bulletin Board (CBB)	5
5. Underwriting and Grants	5
6. Disclaimers, Warnings, Titles, and Credits	5
7. Public Service Announcements (PSAs)	6
Section 3: Video Production.....	6
1. Production Facilities and Equipment Rules.....	6
2. Use of Portable Video and Audio Equipment.....	7
A. Reservations.....	7
B. Checking Equipment In and Out	7
3. Use of Recording Studio and Post-Production Equipment	7
A. Reservations.....	7
B. Crew	7
C. Studio Time	7
D. Props and Sets.....	7
E. Hard Drives.....	7

F. Unfinished Programs	8
G. Copies of Programs	8
4. Mobile Production Truck.....	8
5. Responsibility, Liability and Insurance	8
A. Releases and Permissions.....	8
B. Facilities and Equipment	8
Section 4: Cablecasting and Scheduling	9
1. Who May Submit Programs	9
2. Cablecast Agreement.....	9
3. Cablecast Technical Standards.....	9
4. General Scheduling Policies	9
5. Scheduling Priorities.....	10
6. Series Definition	10
7. Series Scheduling	10
8. Series Cancellation	10
Section 5: Role of FPAC Staff.....	10
1. Role of FPAC Staff in Production.....	10
2. Members and Interns	11
3. Grievances	11
Section 6: Violations	11
1. Violation Levels	11
A. Major Violations	11
B. Minor Violations.....	12
2. Penalties:.....	12
A. Major Violations.....	12
B. Minor Violations.....	12
C. Suspension of Privileges.....	12
D. Suspension or Revocation of Membership	13
3. Procedure for Complaints of Violations.....	13
A. Filing a Complaint.....	13
B. Response to Complaints	13
C. Appeals	13
Section 7: Policy Implementation.....	14
1. Interpretation of the Policies.....	14
2. Amendments to the Policies.....	14

FPAC Statement of Purpose

Framingham Public Access Corporation is a non-profit 501(c)(3) corporation designated by the Town of Framingham to run Public Access local television programming. FPAC is funded primarily by a percentage of the revenues of Framingham's cable providers, as required by their licenses.

FPAC's mission is to foster the production of community video programming by and for the residents and organizations of Framingham; support open, diverse, and equitable access to community video production facilities; allocate channel space and time on the public access channels for cablecast programming; and provide training to Framingham residents and organizations in the use of access facilities and equipment.

Section 1: Member and User Policies

1. Membership Requirements

In order to become a member of the Framingham Public Access Corporation (FPAC), a person or organization must:

- Complete a Membership Application form.
- Provide proof of residency, employer or organization address, or school attendance in Framingham.
- Sign the Access Users Agreement indicating that they have read and will abide by the FPAC Member Policies and Procedures.
- Pay the required membership fee. (Note: membership fees may be waived at the discretion of the Executive Director.)

2. Categories of Membership

A. Individual Membership

\$30/year: Must be a Framingham resident, student in Framingham or employed in Framingham. Members who joined FPAC when eligible, but are not current Framingham residents, may renew their memberships at the discretion of the Executive Director.

Includes the right to vote at FPAC annual meetings, a subscription to the FPAC Newsletter, training classes, use of FPAC facilities and equipment, and channel time for public access programming. May sponsor a show which is not produced by FPAC members.

B. Individual Junior or Senior Membership

\$15/year: Under 18 or 65 and over. Includes all the privileges of individual membership. Must show proof of age. Under 18 must have signed parental consent form.

C. Family Membership

\$60/year: Persons within the same household may apply for family membership. Includes all the privileges of individual membership, except that up to two votes can be exercised for each family membership. Only two individuals in a family membership may be over the age of 18.

D. Non-Profit Organization Membership

\$100/year: Available for any Framingham firm, corporation, organization or other entity (including government entities) recognized as non-profit, tax-exempt by the IRS. Groups joining FPAC under non-profit membership shall have all the privileges of Individual membership, except that only one vote may be exercised per non-profit membership. Non-profit organizations are eligible to receive training for up to 4 people per membership year. Training for additional people is available at \$20 per person per year.

E. Business Membership

\$200/year: Available for any Framingham for-profit corporation, institution or other entity. Businesses joining FPAC under business membership shall have all the privileges of Individual membership, except that only one vote may be exercised per business membership. Business members are eligible to receive training for up to 4 people per membership year. Training for additional people is available for \$20 per person per year.

3. Member Rules

FPAC seeks to provide a safe, secure and welcoming environment for members, volunteers, staff and guests. Any violence, safety threat, or other threatening, harassing (including verbal, physical, or visual harassment), or disruptive behavior caused by an individual or group will be considered a violation of these policies.

1. In order to use FPAC facilities and/or equipment, members must attend an FPAC Orientation class, be certified by FPAC for use of the facilities and/or equipment, and be familiar with and agree to comply with FPAC member policies. A current Access User Agreement must be signed and on file with FPAC.
2. Access users under the age of 18 must have a signed Parental Consent Form on file with FPAC. Access users under the age of 14 must be accompanied by an adult when at the FPAC facility or participating in an FPAC activity.
3. In order to use FPAC equipment, members must be certified to operate that category of equipment, either by attending a class or by demonstrating proficiency and being approved by a staff member.
4. FPAC facilities and equipment are available to members on a first-come, first-served basis.
5. Programs produced with access equipment and/or facilities must be intended for cablecast by FPAC and may not be used for any commercial purposes.
6. Copyrights to all materials produced using FPAC access facilities and equipment remain the property of the producer, to the fullest extent allowed by law. Only the producer, as the holder of the copyright, may authorize any other use of a recorded program, except that FPAC may use member-produced video for publicity purposes.
7. Member-produced video will be available for on-demand internet viewing on the FPAC website for at least one calendar month following the month it is first cablecast. Producers who do not wish their videos to be included in the Web Video listing may opt out on their Cablecast Agreement.
8. Access users may not falsely represent themselves as employees of FPAC or as having the ability to speak on behalf of FPAC. Such false representation might include (but not be limited to) statements such as "I am producing for FPAC TV..." or "I work at FPAC TV...". A member producer may inform interested persons that he or she is "a volunteer community producer, working on my own TV program which I produce at the Framingham public access facility, FPAC TV. I am responsible for the entire production", or words to that effect.
9. Access users are subject to all lawful requirements and restrictions imposed by the Town of Framingham Public Schools for entry into a building owned and/or controlled by the Framingham Public Schools.
10. Access users shall adhere to these Policies and Procedures and the terms of FPAC's articles of incorporation, bylaws, charitable status requirements, and existing cable licenses and other applicable contracts.
11. Violation of these policies and procedures may result in suspension and/or termination of any member privileges or agreements.

4. Facilities Rules

1. No weapons or illegal substances are allowed in the FPAC facility.
2. No smoking is allowed in the FPAC facility or on school property.
3. No alcohol is allowed in the FPAC facility except at events sponsored by FPAC.
4. No one using or deemed to be under the influence of alcohol or drugs will be allowed to remain in FPAC facilities or operate FPAC equipment.
5. Abuse, threats and disruptive behavior will not be tolerated in the access facility at any time, nor will it be tolerated outside of the facility by anyone using FPAC equipment or attending FPAC events. This shall include, but not be limited to, verbal or non-verbal abuse used to belittle or embarrass another person, abusive shouting, threatening, harassing, swearing, constant teasing or obscene gesturing.

6. Office equipment, including telephones and office computers, are for staff use only, unless otherwise authorized by a staff member.
7. No food is allowed at the editing computers or in the recording studio and control room. While members and staff may use the kitchen or eat at the central table, all dishes and surfaces must be cleaned immediately by the user.
8. Members are responsible for supervision of guests and children in the FPAC facility.
9. Pets and animals (other than dogs used for accessibility purposes) shall not be brought into the facility unless involved in a studio production and authorized in writing by a staff member.
10. Members are not allowed to use or be in the facility for purposes other than those for which the facility is intended.
11. The Executive Director, staff member or designee shall be empowered to act immediately and prudently to address the safety of persons present and the security of the facility.
12. Each member shall hold FPAC (and its officers, directors, employees and agents) harmless from any claims, causes of action, liability, and/or damages, including legal fees and expenses, incurred as a result of a negligent act, or omission, or intentional act of the member.

5. Training and Certification

FPAC offers members an extensive training program in multi-media production. A free Orientation session is required for members prior to enrolling in any FPAC classes. Class schedules are posted on the FPAC website and at the FPAC studio. Printed schedules are available at FPAC. Classes are conducted on an on-going basis and new schedules are announced quarterly.

Members may enroll in any class for which they have satisfied the prerequisites; classes for groups can be arranged on an ad hoc basis. A minimum number of participants may be specified for each class to be held as scheduled.

FPAC encourages members to request classes not currently offered or to make proposals to teach classes in their areas of expertise.

A. Registration for classes

Class slots are reserved on a first-come, first-served basis. If a class is full, members may ask to be put on a waiting list.

B. Attendance

Members are expected to notify FPAC by no later than 11:00 am of the day of class by telephone or email to info@fpac.tv if they are not able to attend the class. Those who fail to provide such notification will be considered in violation of these policies. Once a member is 10 minutes late, a person on the waiting list may be allowed to take the open slot.

C. Cancellation of Classes by FPAC

If the minimum enrollment is not met, FPAC may cancel a class. Further, FPAC reserves the right to cancel classes at any time due to instructor illness, absent students, or at the reasonable request of the instructor.

D. Certification

Members can be certified to use facilities, check out equipment, and take advanced classes by successfully completing the appropriate classes. Access members must attend all sessions of a certification course, and meet the standards set by FPAC staff and instructor. Experienced producers may be certified and by-pass classes 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 an FPAC-based production in the previous year of membership. FPAC staff reserves the right to request members to be re-certified in any area if deemed necessary.

Section 2: Program Content

FPAC's response to controversial content in programming is to encourage more speech, as opposed to enforcing silence. Furthermore, FPAC is restricted from censorship or content control, outside of the limited instances referenced in the "prohibited content" section below. FPAC encourages anyone who disagrees with a program to produce counter-programming presenting an opposing point of view, or otherwise respond to the program in question, subject to the applicable FPAC membership and/or sponsorship requirements.

1. Prohibited Content

Presentation of the following material on the public access channel is prohibited:

1. Any commercial advertising or programming including:
 - promotion of the sale of any service or product
 - price information
 - commercial calls to action or inducements to buy
 - paid political announcements
2. Unlawful use of any material that is copyrighted or trademarked.
3. Any material which is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations or promises.
4. Programming that does not have the necessary licenses from copyright holders, or image, performance, location or other releases.
5. Programming that does not fall under constitutionally protected speech and raises serious risk of liability on the part of FPAC. This 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 per year. Fundraising programs must be approved in advance by the Executive Director.

2. Generally Offensive Content

Presentation of generally offensive material on the public access channel is permitted only during Safe Harbor hours, 11 pm to 5 am. Each member producer or sponsor submitting a program is responsible for certifying on the FPAC Cablecast Agreement form whether their programming contains any "generally offensive" material according to these guidelines.

Generally offensive material may include, but is not limited to:

- Intense or graphic physical violence against people or animals
- Mutilation or degradation of people or animals
- Abusive behavior against groups and/or individuals
- Graphic depiction of medical or surgical procedures
- Intense sexual situations or explicit sexual activity

- Most forms of nudity
- Abusive language against groups and/or individuals
- Slang, vulgar language or any colloquial expression which refers, in the context in which it is used, to explicit sexual activity, sexual contact, sexual organs or private bodily functions

In addition to the above factors, FPAC staff also has the authority to determine classification as generally offensive based on items which may not be listed above.

3. Live Call-In Programming

As a precaution against FCC-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 that the producer may obtain the caller's name and telephone number.

Producers must maintain a log of names and telephone numbers of individuals who are call-in participants. Caller names and numbers will remain confidential to the producer, except as may be required otherwise by a court order or legal action.

If a live program is intended for a general audience, and measures are taken to prevent indecent language to no avail, scheduling of replays as adult programs can be avoided by editing out vulgarities. If indecent language cannot be deleted, then the producer must add a viewer disclaimer to the program and any subsequent replays will occur in "Safe Harbor" time slots.

4. Use of Community Bulletin Board (CBB)

FPAC operates an electronic Community Bulletin Board which cycles community announcements on the access channels when no video programming is scheduled. Messages of a non-personal, non-commercial nature, of interest to Framingham residents, may be submitted by Framingham residents, Framingham-based organizations, or the Town of Framingham. No commercial announcements, advertising, or direct appeals for funds for commercial purposes will be accepted. However, non-profit fund-raising events or projects may be posted. FPAC staff reserves the right to schedule announcements at FPAC's discretion. FPAC is not responsible for mistakes by the submitting party made on the CBB. FPAC reserves the right, as producer of the CBB, to reject or edit any message. Each message 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 on the FPAC website CBB page, or by email to info@fpac.tv. Notices are generally shown for two weeks prior to the posted event. FPAC gives priority to Framingham-related notices. There is no guarantee that every notice submitted will be shown.

5. Underwriting and Grants

Underwriting and/or grants for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Members may not be paid for their efforts. Credit for underwriting shall be as follows: "This program was made possible through a grant by ..." or "Goods and services used in this program were contributed by..." FPAC staff must be informed, in advance, of any such underwriting credits and consulted about the proper format for underwriting credit.

Producers of shows underwritten or provided a grant by a business or organization may list the underwriter's name and may include a telephone number, street address, email address and/or website address.

6. Disclaimers, Warnings, Titles, and Credits

Public Access Disclaimer: All programming presented by independent producers for cablecast by FPAC must begin and end with the following disclaimer:

"This program is a Public Access production. It is not produced, sponsored, or endorsed by FPAC, the Town of Framingham, or the cable provider. The program producer is solely responsible for the content of this program."

The beginning of all locally produced cablecast programs must have the following format:

- Five seconds of black
- Minimum 15 seconds of Public Access Disclaimer
- Program title
- Segment name
- Producer's name

The end of all locally produced cablecast programs must have the following format:

- Any applicable credits and acknowledgements
- Production date
- Producer's name
- Minimum 15 seconds Public Access Disclaimer

Viewer Advisory for Generally Offensive Material: In addition, if a program contains material that may offend viewers, may not be appropriate for children, or otherwise meets the definition of generally offensive or offensive material, the following viewer warning must be included for a minimum of 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. The program content is the sole responsibility of the local resident producer and does not reflect the views or policies of FPAC staff, the FPAC Board of Directors, the Town of Framingham, or the cable operator."

Programs not meeting these guidelines may not be cablecast: FPAC has the right not to show or to stop a program that fails to follow the required format and/or fails to include the required production information, disclaimers and/or warnings. FPAC reserves the right to insert a disclaimer or warning before, during or after any program.

7. Public Service Announcements (PSAs)

All submitted Public Service Announcements (PSAs) must display, for at least 10 seconds, the following disclaimer:

"This Public Service Announcement is presented by [name of sponsor]. It is not produced, sponsored, or endorsed by FPAC, the Town of Framingham, or the cable provider.

Section 3: Video Production

1. Production Facilities and Equipment Rules

1. Equipment is available on a first-come, first-served, non-discriminatory basis for producing public access content.
2. Members must have attended an FPAC Orientation class, must complete a Production Contract, and must be certified for operation of all equipment checked out or used in the studio.
3. Cancellation of equipment and facility reservations shall be made at least 24 hours in advance, except in cases of emergency. A Notice of Violation may be issued if a reservation is not cancelled by 11:00 am on the date of the intended use. Repeated late cancellations may result in loss of privileges.
4. When members encounter any defects or problems with FPAC equipment and facilities, they should report it to FPAC staff and fill out a Facilities/Equipment Incident Report.
5. Individuals using FPAC equipment, studio, or post-production facilities shall not change wiring or components or repair FPAC equipment, without staff permission or supervision by FPAC staff.
6. Producers found to be misusing or abusing equipment may be asked to repeat training, testing and/or be subject to loss of privileges.

7. Personal equipment or property used at FPAC or with FPAC equipment must not create a hazard or cause damage to any person or property.
8. 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.
9. Access members with outstanding unfinished Production Contracts, for which equipment and/or facilities have been used, are not guaranteed the approval of additional Production Contracts.

2. Use of Portable Video and Audio Equipment

A. Reservations

Equipment reservations may be made up to one month in advance and should be made at least one week in advance. Reservations can be made in person, by phone, or by email. Equipment may be checked out for 48-hour periods during the week, or longer periods over weekends and holidays.

B. Checking Equipment In and Out

At the time of each use, an Equipment Check-Out form must be signed by either the member who has signed the Production Contract or a listed certified crew member; that member, or, if under age, his or her 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 may result in a written warning, and multiple violations may result in loss of privileges.

FPAC attempts to ensure that all equipment being checked out is in good working order. It is strongly suggested however, that members set up and test the equipment before leaving the building. Members may borrow additional equipment only when all previously checked out items have been returned in good working order, and/or with normal wear and tear.

3. Use of Recording Studio and Post-Production Equipment

A. Reservations

Reservations for the studio may be made up to two months in advance. Reservations can be made in person, by phone or by email. Reservations are not final unless confirmed in person, in writing or by email by FPAC staff.

B. Crew

The producer and all crew members must be certified for studio production. No studio production may take place without staff supervision. At least two certified crew members are needed to produce a program in the Studio or, the scheduled production may not be allowed to shoot.

C. Studio Time

Scheduled studio time includes time needed to set up, break down and clean up the studio. For scheduled studio productions, the producers should allow at least one half hour before and after the time needed to tape the actual production for set up and cleanup of the studio. This time is included in the scheduled studio time.

D. Props and Sets

Any materials for productions beyond those supplied by FPAC 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 authorization from FPAC staff.

E. Hard Drives

Members may reserve a Firewire hard drive for storing and editing video data, on a first-come, first-served basis, for the length of their production contracts only. These drives may accumulate wear and damage through heavy use. FPAC is not responsible for lost or damaged data on FPAC drives or computers. Members should consider the benefits of purchasing their own Firewire drives, if possible.

F. Unfinished Programs

Members will be notified when their programs have been inactive on FPAC hard drives for more than 60 days. FPAC may delete from FPAC hard drives any incomplete programs that have been inactive for more than 90 days. Members may supply their own hard drives to avoid FPAC deadlines.

G. Copies of Programs

Producers are allowed to make one copy of their program for personal use, and a limited number of additional copies for guests, on blank DVDs provided by the producer. Additional duplications can be made for a fee. See rate card located at the FPAC facility for options. FPAC also has the ability to transfer video to DVD for a fee, as a service to members. See rate sheet located at the studio.

If a viewer requests copies of a cablecast program, FPAC staff will contact the producer for permission, and if permission is granted, will provide copies for a fee.

4. Mobile Production Truck

The FPAC mobile production truck is available to members on a limited basis at the discretion of the Executive Director. Events produced by FPAC staff using the mobile production truck will take priority over other productions.

To schedule a truck production, members must have completed the mobile production truck training course, and must have shown proficiency operating the equipment properly. Producers who want to use the mobile production truck must complete a Mobile Production Truck Request Form, including details such as date, on-site time, event start time, event end time, location and driving directions. The Mobile Production Truck Request form should be submitted to the Executive Director for review and approval at least 3 weeks prior to the event date. Requests can be made up to one year in advance. Scheduling truck productions will be at the discretion of the Executive Director.

At least two truck crew members must be truck-certified. All others must be at least studio-certified. Camera operators must be stationed at each camera for the duration for the production. A camera grip may be required at the discretion of the truck technician or any on-site staff.

A site visit to the location of shoot may be required by FPAC staff to determine necessary safety requirements. In the event that a generator is needed, members may be required to reimburse FPAC for the cost of fuel.

Only FPAC staff may drive the production truck.

5. Responsibility, Liability and Insurance

A. Releases and Permissions

Determining and/or obtaining proper written permissions is the responsibility of the producer. Below are five types of common releases:

- General Release, which should be used for non-actors.
- Talent Release, which should be used with professional actors and models.
- Minor Release, which must be signed by a parent or legal guardian of a minor.
- Materials Release, which is used for obtaining permission to use photographs, video, film or other media which may be copyrighted or owned by others.
- Location Release, when you wish to photograph, videotape or record property which you do not own.

B. Facilities and Equipment

Producers are responsible for the FPAC facilities and equipment signed out to them, as well as for the actions of their talent, crew, guests, and any others involved with their production.

FPAC has an insurance policy for the equipment while it is used by members. Premiums are paid by FPAC and the policy is in FPAC's name. In the event equipment is damaged, destroyed, lost or stolen, the producer must cooperate fully with the FPAC insurance carrier. The producer is responsible for the deductible. In case of theft, in order for the insurance company to honor the claim, the producer is responsible for the following:

- A police report must be filed immediately
- Equipment cannot have been left unattended
- Equipment cannot have been left in a car overnight
- There must be proof of forcible entry

In the event FPAC's claim is not honored by its carrier, and the producer is found to have failed to take reasonable precautions to protect the loaned equipment, it is the responsibility of the producer to reimburse FPAC for the full replacement value to be determined by FPAC.

Section 4: Cablecasting and Scheduling

1. Who May Submit Programs

Any Framingham resident may sponsor for cablecast, free of charge, one program per year, not otherwise prohibited by these policies and procedures or applicable law. In order to sponsor more than one show per calendar year, a resident must become an FPAC member and pay the membership fee.

Each member is limited to producing and/or sponsoring no more than two series programs, only one of which may be non-locally produced. In addition to series shows, members may sponsor no more than two single programs which they did not produce themselves per calendar month.

2. Cablecast Agreement

A Cablecast Agreement form must accompany media submitted for cablecast. This Cablecast Agreement functions as a contract between the program provider and FPAC. Cablecast Agreement forms for series must be resubmitted once per calendar year, as long as the series is active. Formatting and labeling requirements are detailed on the Cablecast Agreement form.

3. Cablecast Technical Standards

All programs must be submitted on DVDs, playable on consumer DVD players. FPAC has the right not to show or to stop a program if the audio and/or video signal does not meet FPAC's technical or production standards, as determined by FPAC staff.

All DVDs must be clearly labeled with the following information:

- Title of program
- Episode name, if part of a series
- Producer's name
- Production date
- Cue time (seconds of black)
- Exact Total Running Time (TRT) in hours, minutes and seconds from last frame of black before program begins to first frame of black after program ends

4. General Scheduling Policies

FPAC staff will program the channels with the goal of presenting a coherent schedule to cable subscribers, building the audience, diversifying programming, distributing channel time equitably, and minimizing technical issues. FPAC staff retains the right to schedule each program in a time slot that is appropriate for its content and likely audience.

5. Scheduling Priorities

When scheduling programs, FPAC gives first priority to programs produced by FPAC members. Second priority is given to programs produced by Framingham residents who are not FPAC members. Third priority is given to non-local programs. FPAC reserve the right to pre-empt non-Framingham-based programming in order to make space available for locally produced programming. Series and single programs are considered separately; therefore a locally produced single submission will not displace a non-local series.

Viewers may request that programming be repeated, and FPAC staff will, to the best of its ability, try to satisfy such requests. At the discretion of FPAC staff, the program provider responsible for the program may be notified of the time of the repeat.

FPAC staff will attempt to accommodate all requests. FPAC reserves the right to pre-empt all programs for live or special event coverage. All programming schedule decisions by FPAC staff are final.

6. Series Definition

A series consists of at least four new programs with a consistent theme and/or format. To meet the requirements of series programming, at least one new episode per month must be submitted.

7. Series Scheduling

Persons providing a series may request a regular time slot, which will be granted when an appropriate time becomes available. Series time slots are renewed annually and a Cablecast Agreement must be resubmitted at that time; however, the same time slot is not guaranteed.

In order to maintain a time slot, and to meet the requirements of a Series, the program provider must submit at least one new episode per month. New episodes should be submitted at least two days prior to the cablecast date or by special arrangement with FPAC staff. After 60 days without a new episode, the program provider will receive a warning. After 90 days without a new episode, the time slot will be lost.

8. Series Cancellation

Cancellation of a series time slot may result from a failure to meet the stated conditions and is at the discretion of FPAC. FPAC staff may require four episodes to be submitted with the renewal of a show previously cancelled due to episodes not being supplied in a timely manner.

Section 5: Role of FPAC Staff

1. Role of FPAC Staff in Production

Successful public access programming depends on participation by many active, trained members using video to independently reflect their ideas. The role of FPAC staff is to train FPAC members in all aspects of video production, certify their skills with equipment and software, assist beginning producers, answer production questions, assist members to assemble volunteer production crews, and supervise use of FPAC facilities and equipment.

FPAC does not provide video production services for individual members or organizations, except as otherwise agreed in sponsorship arrangements. Staff will assist individual members in assembling production crews from among trained and qualified volunteers. Member organizations planning to do programs on a regular basis are encouraged to form a television production team, which FPAC will then train according to FPAC rules and policies.

FPAC produces a limited number of programs directly, which are consistent with FPAC's mission and values, the benefit of the Framingham community, and FPAC's available resources, as determined by the Programming Committee and the Executive Director. When FPAC produces programming, FPAC is responsible for the content and holds the copyright.

For the purposes of production or other FPAC-related business, members may communicate with other members via FPAC's electronic mailings. Materials to be distributed require staff approval and will be included at the discretion of FPAC staff.

2. Members and Interns

FPAC relies on the services of volunteers. FPAC members are encouraged to volunteer during and after their training and certification. FPAC will make every effort to inform members of volunteer production opportunities.

FPAC also offers internship opportunities. Interns must become FPAC members and sign the Access Users Agreement. Students who are receiving high school or college credit are encouraged to intern.

3. Grievances

Any grievances regarding assignment of space, channel time, equipment, studio and facility use, or any other matter regarding FPAC, should be discussed first with the Executive Director. If the Executive Director does not address the grievance to the reasonable satisfaction of the grievant, or if the circumstances directly involve the Executive Director, the grievance may be directed in writing to the FPAC Board of Directors, P.O. Box 2884, Framingham, MA 01703-2884. All decisions of the Board of Directors regarding grievance matters are final.

Section 6: Violations

1. Violation Levels

In order for these policies to be effective and to keep FPAC operations running smoothly, the following procedures have been instituted to address violations of policy. There are two levels of violations, Major and Minor, with corresponding restrictions on a member's privileges. Violations will be designated as either Major or Minor, as reasonably determined by the Executive Director or designee, or the Board of Directors. Violations associated with program content are considered the responsibility of both the producer and all other persons associated with the production of the program.

A. Major Violations

Major violations may include, but are not limited to:

1. Abuse or harassment of staff or other members
2. Disruptive behavior in FPAC facilities or at FPAC events
3. Consistent inability to reasonably share facilities with other FPAC members
4. Commercial or profit-making use of FPAC facilities or equipment
5. Misrepresentation of a member's affiliation with FPAC
6. Falsifying forms or documents, or other fraudulent activity
7. Taking equipment without staff permission
8. Taking or using equipment for purposes unrelated to the production of programming for cablecast by FPAC
9. Abuse of equipment, including attempted disassembly or repair of equipment
10. Covering or concealing FPAC labels or other FPAC identifying information
11. Failure to return borrowed equipment
12. Changing the wiring or connections, or attaching accessories, without staff authorization
13. Attempting to install unauthorized software or otherwise alter a computer
14. Possession of weapons or illegal substances inside the FPAC facility
15. Other illegal activities

16. A pattern of repeated minor violations spanning multiple years
17. Any other act or omission which in the reasonable determination of FPAC staff posed or poses a risk to the health or safety of any FPAC member, staff, volunteer or guest

B. Minor Violations

Minor violations may include, but are not limited to:

1. Failure to cancel a reservation or scheduled training session without required prior notification
2. Late pick-up or return of equipment without notification and approval
3. Violation of FPAC's content guidelines or misrepresentation of the content of a program
4. Failure to disclose generally offensive program content
5. Sponsoring a program that violates FPAC's content guidelines
6. Failure to obtain necessary permission or release forms
7. Entering areas posted as off-limits
8. Careless or unsafe handling of equipment
9. Eating or drinking except in designated areas of the FPAC facility
10. Smoking in the FPAC facility or on school property
11. Failure to clean up after using the facilities
12. Excessive noise, rowdiness or horseplay in the facility
13. Excessive or unreasonable presence in the facility for purposes other than those for which it is intended
14. Any other prohibited act or omission not included as a Major Violation in Subparagraph A above

2. Penalties:

A. Major Violations

Major violations may result in a suspension of membership privileges of thirty (30) days or more, or in permanent revocation of membership.

B. Minor Violations

Minor violations within a one-year period may result in the following series of actions:

- First Violation: a written warning
- Second Violation: a written warning or up to a seven-day suspension of membership privileges
- Third Violation: up to a 30-day suspension of all or some membership privileges
- Fourth Violation: up to a 60-day suspension of all or some membership privileges
- Fifth Violation: up to a 1-year suspension of all or some membership privileges

C. Suspension of Privileges

Membership privileges which may be lost include, but are not limited to:

- All membership privileges
- Access to FPAC facilities
- Use of FPAC equipment
- Participation in courses and/or training

The Executive Director may temporarily suspend a member's right to use FPAC equipment: (i) until the final determination of the penalty to be imposed as a result of a minor or major violation, or (ii) if the Director determines that the individual's use of FPAC equipment presently poses a risk of harm to persons or FPAC.

D. Suspension or Revocation of Membership

An individual's membership may be suspended for a specific amount of time or revoked permanently with no refund of membership fees. Cause shall include, but not be limited to, consistent inability to share facilities with others, being a disruptive influence, abuse, gross misrepresentation, harassment of others, illegal activities, commercial or profit-making use of facilities, or other major violations.

3. Procedure for Complaints of Violations

A. Filing a Complaint

Complaints of violations may originate from members, staff or the public. Members are encouraged to resolve difficulties at the staff level. However, a member may file a formal complaint via written letter to the Executive Director, outlining the specific complaint and suggesting a solution.

B. Response to Complaints

Within seven (7) days of receipt of a written complaint, the Executive Director will send a response acknowledging receipt of the complaint to the complainant.

Within seven (7) days of receipt of a written complaint, the Executive Director will notify the accused member by email of the violation that has been alleged, requesting a written response. If the accused member does not acknowledge receipt of the email within two (2) days, the Executive Director will notify the accused member in writing by mail that a violation has been alleged. This notification will inform the member of the nature of the allegation, the potential penalty for the violation, and that the accused member may respond to allegation in writing, received by FPAC within a 15-day period.

Within seven (7) days of receipt of the accused member's response, or expiration of the 15-day deadline, the Executive Director shall make a determination regarding the alleged violation, impose a penalty consistent with these Policies and Procedures, and notify the complainant and the accused member of these determinations.

C. Appeals

1. Short-term suspension

A suspension of seven (7) days or less by the Executive Director may be appealed to the Executive Director by the subject member by sending a written request for an informal hearing to the Executive Director within fourteen (14) days of receipt of the Executive Director's written determination. No other person may be present at said informal hearing, unless otherwise requested or agreed to by the Executive Director.

2. Medium-term suspension and/or aggrieved members

If an accused member is dissatisfied with the imposition of a suspension by the Executive Director of greater than seven (7) days, but not greater than sixty (60) days, or if an aggrieved member is dissatisfied with the response to a complaint, the member may send a written request for a review by the Board of Directors. The written request for review, including the specific reasons therefore, must be received by FPAC within fourteen (14) days of the member's receipt of the Executive Director's written determination. The Board may after its initial review of the written request by the dissatisfied member, choose whether to uphold the decision of the Executive Director or review the matter further. If the Board elects to further review the matter, the Board shall notify the accused and aggrieved members in writing at least fourteen (14) days before the further review. If a further review is granted by the Board of Directors, the accused and/or aggrieved member may, at his/her option, submit written materials to the Board or appear in person for the review. Nothing herein shall restrict the right of a member to seek legal advice or to have an attorney present at this meeting; however, legal counsel may not represent a member before the Board of Directors. The Board may elect to uphold the Executive Director's decision and/or penalties, reject the decision and/or penalties, or limit the penalties to certain areas of privilege. The Board shall send its decision to the accused and aggrieved members no later than fourteen (14) days after the completion of the review and the Board determination.

3. Long-term suspension or revocation of membership

If an accused member is dissatisfied with the imposition of a suspension by the Executive Director of greater than sixty (60) days, including a revocation of membership, the member may appeal said decision of the Executive Director to the Board of Directors. The written request for appeal must be received by

FPAC within fourteen (14) days of the member's receipt of the Executive Director's written determination. The Board shall notify the member in writing at least fourteen (14) days before the scheduled hearing of the appeal. The aggrieved member may, at his/her option, submit written materials to the Board or appear in person for the hearing on the appeal. Nothing herein shall restrict the right of a member to seek legal advice or to have an attorney present at this meeting; however, legal counsel may not represent a member before the Board of Directors. The Board may elect to uphold the Executive Director's decision and/or penalties, reject the decision and/or penalties, or limit the penalties to certain areas of privilege. The Board shall send its decision to the member no later than fourteen (14) days after the close of the hearing.

Section 7: Policy Implementation

1. Interpretation of the Policies

These policies and procedures shall, in the first instance, be interpreted by the Executive Director, subject to review and/or final interpretation by the Board of Directors.

2. Amendments to the Policies

Amendments to the policies may be proposed by the staff or Board of Directors, or proposed to the staff and then submitted to the Board for consideration. The Governance Committee will review proposed changes and make a recommendation prior to consideration by the Board of Directors. Members will be notified of policy changes via email, the website, and posting at the facility.