

FRAMINGHAM PUBLIC ACCESS CORPORATION



Member Policies and Procedures

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FPAC Statement of Purpose

Framingham Public Access Corporation (“FPAC”) is a private non-profit 501(c)(3) corporation designated to operate the Public Access local television studio and channel serving Framingham. FPAC is funded primarily by a percentage of the revenues from Framingham's cable television providers, as contractually agreed in their cable television 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 in accordance with reasonable membership procedures and policies; 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 related equipment.

Section 1: Member and User Policies

1.1. Membership Requirements

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, college, or school attendance in Framingham.
- Sign the Access User Agreement indicating that they have read and will comply with the FPAC Member Policies and Procedures.
- Pay the required membership fee. (Note: membership fees may be waived at the discretion of the Executive Director in accordance with such reasonable criteria as the Board of Directors may adopt.

1.2. 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 following membership privileges: voting at FPAC annual meetings, (subject to 45 day prior membership), 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.

1.3. 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 may be used by certified member users on a non-discriminatory basis subject to availability and prior commitment for its use.
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 end of the month in which 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 a warning, suspension and/or termination of any member privileges, or other lawful remedies and/or sanctions. Warnings, suspensions or terminations, or other lawful remedies and/or sanctions will be imposed in accordance with the procedures in Section 6 below.

1.4. 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 the premises in which they are located.
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.

1.5. 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 and Scheduling

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, except with respect to recognized categories of Prohibited Content addressed in Section 2.1. 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.

2.1. Prohibited Content

Subject to and in accordance with applicable law, 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 commercial service or product
 - price information in connection with commercial content
 - 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, consents, releases or other required authorizations for its use as presented to FPAC. The foregoing applies to but is not limited, to programming that, according to a reasonable determination by FPAC, 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 FPAC a reasonable basis for concern about risk of liability against FPAC, 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 FPAC 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, FPAC will respond by presenting such programming on an appropriate schedule. FPAC reserves the right to implement lawful 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 patently offensive and vulgar programming.

Patently Offensive Content may include, but is not limited to:

- Patently offensive, intense or graphic physical violence against people or animals
- Mutilation or degradation of people or animals
- Abusive behavior against groups and/or individuals
- Patently offensive depiction of medical or surgical procedures
- Patently offensive sexual situations or explicit sexual activity
- Most forms of nudity
- Abusive language against groups and/or individuals
- Profane or vulgar language or colloquial expressions which refer, in context, to explicit sexual activity, sexual contact, sexual organs, excretory functions or matter, or private bodily functions in an indecent, profane, or patently offensive manner.

In addition to the above enumerated examples, the Executive Director may classify program content as indecent, profane, or patently 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

Programming that contains, in the reasonable judgment of the FPAC Executive Director, indecent, profane, vulgar, or other Patently Offensive Content is permitted on the public access channel only during Safe Harbor hours, from 11 pm to 5 am, subject to the procedures set forth below. Each producer or sponsor submitting a program must certify on the FPAC Cablecast Agreement form whether the programming being submitted contains any indecent, profane, vulgar or other Patently Offensive Content according to these policies. Each producer or sponsor of such programming must place a viewer advisory warning in the program as described in Section 2.7 below.

The Executive Director, subject to the approval of the Board of Directors, is authorized to implement Safe Harbor scheduling for such programming. The approval of the Board of Directors may be given through the application of general written guidelines or in a specific instance upon request of the Executive Director.

The Executive Director may make preliminary Safe Harbor scheduling decisions when the Executive Director becomes aware that programming has been submitted that includes lewd and indecent, profane, or other Patently Offensive Content. Promptly upon exercising the foregoing authority, 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 that it contains such indecent, profane, or other Patently Offensive Content, the Executive Director may implement schedule changes and shall promptly notify the producer or sponsor of that change and of the opportunity to be heard on the appropriateness of such change.

The Board of Directors, at a meeting duly called for the purpose, shall review a schedule change decision if requested in writing by the affected program producer or sponsor. The Board of Directors may on its own initiative review 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 and they and FPAC may present relevant evidence, testimony, documents and arguments.

The authority to impose Safe Harbor scheduling does not create or imply any duty or corporate purpose to pre-screen programs. FPAC will pre-screen program content only if it possesses or is presented with credible evidence of specific Prohibited Content, or Patently Offensive Content that is scheduled outside of Safe Harbor hours.

2.4. Live Call-In Programming

If a live program is intended for a general audience, the producer must take reasonable measures to prevent Prohibited Content at any time or indecent, profane, or Patently Offensive Content outside of 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 that the producer may obtain the caller's name and telephone number.

Producers or persons conducting live call-in programs must maintain a log of names and telephone numbers of call-in participants. Callers' names and numbers may be retained as confidential to the producer, unless required by court order or by FPAC as reasonably necessary for its corporate purposes. The responsibility for asserting a right to non-disclosure is upon the producer, and FPAC need not initiate or participate in any such effort.

If the recording of a live program contains indecent, profane, or other Patently Offensive Content, scheduling of replays within Safe Harbor hours may be avoided by editing out such content. If, however, indecent, profane, or Patently Offensive Content cannot be deleted, the producer must add a disclaimer and viewer advisory to the program pursuant to Section 2.7, and any subsequent presentations will occur only in Safe Harbor hours. FPAC will provide producers and sponsors with notice and a reasonable opportunity to be heard by the FPAC Board before requiring editing of program content. The decision of the FPAC Board on the appropriateness of required editing shall be final.

2.5. 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.

2.6. 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. Credits for underwriting shall substantially comply with the underwriting style standards adopted by the Public Broadcasting System for non-commercial television, and may 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.." FPAC 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 that are underwritten by or receive 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.

2.7. Disclaimers, Warnings, Titles, and Credits

Public Access Disclaimer: All programming presented by producers other than FPAC 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 this access station, the local government, or the cable service 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:

- 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 Patently Offensive Content: In addition, if a program contains indecent, profane, or other Patently Offensive Content, 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 or sponsor. Program content does not reflect the views or policies of this station’s staff or Board of Directors, any government body, or the cable operator.”

Programs not meeting these guidelines: 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.

Section 3: Video Production

3.1. Production Facilities and Equipment Rules

Equipment is available on a first-come, first-served, non-discriminatory basis for producing public access content.

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.

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.

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.

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.

Producers found to be misusing or abusing equipment may be asked to repeat training, testing and/or be subject to loss of privileges.

Personal equipment or property used at FPAC or with FPAC equipment must not create a hazard or cause damage to any person or property.

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.

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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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

4.1. Sponsoring Programs for Cablecast

In order to be cablecast, any program not produced by FPAC must be sponsored by an FPAC member, except that 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.

Each member is limited to sponsoring no more than two series programs. Only one of these series programs may be not Locally Produced Programming. In addition to series programs, members are limited to sponsoring no more than two single programs per week that they produce, and no more than two single programs per calendar month which they did not produce.

4.2. “Locally Produced Programming” Definition

To be considered “locally produced,” a program must consist primarily (more than 50% total run time) of original programming created by an FPAC member or Framingham resident. Programs containing primarily content not created by an FPAC member or Framingham resident are considered non-local and are subject to the limitations on non-local sponsored programming.

4.3. “New Programming” Definition

To be considered a new local program, or a new episode of a local series program, a program must contain primarily (more than 50% total run time) new original program content by FPAC members or Framingham residents. To be considered a new non-local program or episode, a program must consist primarily of original content not previously cablecast on FPAC. Programs not meeting these requirements will not be considered new programming for purposes of scheduling or of meeting series requirements for new episodes.

4.4. 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.

4.5. 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), if any
- 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

4.6. General Scheduling Policies

FPAC will program the channels with the goals of presenting a coherent schedule to cable subscribers, building the audience, diversifying programming, distributing channel time equitably, as determined by FPAC, and

minimizing technical issues. FPAC retains the right to schedule each program in a time slot that is appropriate for its content and likely audience in accordance with these Policies and Procedures.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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

5.1. 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.

5.2. 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.

5.3. Grievances

Grievances against FPAC 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 or, if applicable, may otherwise be filed as a complaint pursuant to Section 6 below. All decisions of the Board of Directors regarding grievance matters are final. The provisions of this section do not apply to issues arising as the result of decisions involving program content for which a dispute resolution process is provided elsewhere herein.

Section 6: Violations

6.1. Violation Levels

In order for these policies to be effective and to keep FPAC operations running smoothly and fairly, the following procedures have been instituted to address complaints and allegations of 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, subject to the procedures set forth below. 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. Taking equipment without staff permission
2. Taking or using equipment for purposes unrelated to the production of programming for cablecast by FPAC
3. Abuse of equipment, including attempted disassembly or repair of equipment
4. Covering or concealing FPAC labels or other FPAC identifying information
5. Failure to return borrowed equipment
6. Changing the wiring or connections, or attaching accessories, without staff authorization
7. Attempting to install unauthorized software or otherwise alter a computer
8. Possession of weapons or illegal substances inside the FPAC facility
9. Failure to completely and truthfully execute the FPAC User Agreement contract form
10. Abuse or harassment of staff or other members
11. Disruptive behavior in FPAC facilities or at FPAC events
12. Commercial or profit-making use of FPAC facilities or equipment
13. Misrepresentation of a member's affiliation with FPAC

14. Consistent inability to reasonably share facilities with other FPAC members
15. Falsifying forms or documents, or other fraudulent activity
16. Other illegal activities
17. A substantial pattern of multiple violations
18. Any other act or omission or violation of law which in the reasonable determination of FPAC's Board of Directors or Executive Director involves a risk to the health, safety, or legal rights, of any FPAC member, staff, volunteer or guest, or poses a risk of legal culpability of liability for FPAC.
19. A violation of Section 1.3 ("Member Rules") or Section 1.4 ("Facilities Rules") may for reasonable cause be processed as a Major Violation.

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. Entering areas posted as off-limits
4. Careless or unsafe handling of equipment
5. Eating or drinking except in designated areas of the FPAC facility
6. Smoking in the FPAC facility or on school property
7. Failure to clean up after using the facilities
8. Excessive noise, rowdiness or horseplay in the facility
9. Excessive or unreasonable presence in the facility for purposes other than those for which the facility is intended
10. Violation of FPAC's content guidelines or misrepresentation of the content of a program
11. Failure to disclose indecent, profane, or patently offensive program content found inappropriate for audiences with children.
12. Sponsoring a program that violates FPAC's content guidelines
13. Failure to obtain necessary permission or release forms
14. Any other act or omission not included as a Major Violation in Section 6.1.A, including, but not limited to, violations of Section 1.3 ("Member Rules") or Section 1.4 ("Facilities Rules") above, and found by the Board of Directors or Executive Director to be detrimental to the mission of FPAC or in derogation of the intent and purposes of these policies and procedures and/or a violation of other requirements herein or a violation of applicable law, may be processed as a Minor Violation.

6.2. Sanctions and Remedies

A. Major Violations

Major violations may result in a range of sanctions and remedies including, without limitation, suspension of membership privileges, revocation of membership, enforcement of FPAC's contractual agreements with members, or other sanctions or remedies deemed warranted by the circumstances.

B. Minor Violations

Minor violations within a one-year period from the date of the first violation may result in one or more of the following sanctions:

- First Violation: a written warning
- Second Violation: a written warning or up to a seven-day suspension of all or some 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

FPAC reserves the right to provide alternative remedies and sanctions for minor violations, including but not limited to enforcement of FPAC's contractual agreements with members.

C. Temporary Suspension of Equipment Use and Training Privileges

The Executive Director or the Board of Directors may temporarily suspend a member's right to use FPAC equipment and/or to participate in courses and/or training if the Executive Director or Board of Directors determines that the individual's use of FPAC equipment or participation in courses and/or training presently poses a risk of harm or liability to persons, property or FPAC, subject to the following:

A temporary suspension of equipment and courses/training shall not exceed fifteen (15) days, during which period, the producer's privilege to cablecast shall not be suspended.

The decision of the Executive Director and/or Board of Directors to impose a temporary suspension of equipment and/or courses/training privileges shall be taken following a process that includes reasonable notice to the affected member and an opportunity to be heard if requested. Such notice and opportunity to be heard shall have been provided as soon as practicable after the decision in the event notice and opportunity cannot be given in advance of the decision as set forth below. A temporary suspension may be imposed with such notice and hearing to follow promptly thereafter only in the event that time and exigent circumstances, as determined by the Executive Director, do not permit a prior opportunity for the person to be heard.

Final actions by FPAC to extend or make final a temporary suspension of privileges involving use of equipment and participation in courses and/or training for more than fifteen (15) days shall be taken only after providing reasonable notice to and opportunity to be heard for the affected person(s).

The foregoing process shall be substantially in accordance with the procedural framework in Section 6.3 below. In the event of imminent health or safety risks, or exigent circumstances requiring in the judgment of the Executive Director that action be taken on a complaint or violation prior to notice and opportunity to be heard, then notice and opportunity to be heard shall be provided promptly and substantially 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, such person may be given notice and the privilege of participating in the proceedings to the extent deemed appropriate by the person conducting the proceedings.

D. Suspension or Revocation of Membership

An individual's membership may for cause be suspended for a specific amount of time or revoked. Such 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
- other major or repeated minor violations warranting suspension

Suspension or revocation of membership, including cablecasting privileges, shall be imposed only after reasonable notice to and opportunity for the member to be heard in accordance with Section 6.3 below. In the event of imminent health or safety risks or exigent circumstances requiring, in the judgment of the Executive Director, that action be taken on a complaint prior to notice and opportunity to be heard, then notice and

opportunity to be heard shall be provided as soon as practicably possible and substantially in accordance with the procedure in Section 6.3 below.

E. Fiduciary Duty and Contractual Obligations

FPAC reserves the right to further implement and enforce these Policies and Procedures to promote the best interests of FPAC, its members and the general public, subject to and in accordance with these Policies and Procedures and as found lawful, prudent and beneficial by the Board of Directors. If found to be in the best interests of FPAC, FPAC may designate staff to assist with the prosecution of a complaint, act as a complainant, co-complainant, or otherwise act as a participant in or other representative of the cause stated in the complaint.

Actions constituting a breach of contract between a member and FPAC may also be pursued by FPAC 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 FPAC's jurisdiction over complaints and violations pursuant to these Policies and Procedures, FPAC reserves the right to decline to be responsible for deciding or resolving a legal dispute between private members or otherwise entering into a legal dispute between private members.

6.3. Procedure for Complaints of Violations

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 via written letter to the Executive Director, or by use of FPAC's Complaint Form. The complaint should contain sufficient information to enable FPAC to evaluate the complaint and respond appropriately. The complaint should indicate whether FPAC is authorized to disclose the complainant's name to the person(s) named in the complaint ("Respondent(s)").

B. Response to Complaints

1. Acknowledgment of Complaint

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

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

Within ten (10) days of receipt of a written complaint, the Executive Director will send a Notice of Complaint to the Respondent. The notice to the Respondent shall be in writing, sent by United States Postal Service to the Respondent and copied to the Board of Directors, and shall provide a copy of the complaint; and notice to the respondent of an opportunity to be heard in writing and/or in person.

3. Notice of No Action

The Executive Director with the approval of the Board of Directors, may decide that a Complaint does not warrant action. FPAC may use preliminary procedures that it deems sufficient to determine how and whether to proceed with the Complaint.

If no action will be 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 FPAC. A Complainant may, within fourteen (14) days of receipt of the notice, request the Board of Directors to reconsider the decision. A Complainant may file a new Complaint alleging different or additional violation(s) which shall be treated as a new Complaint.

4. Proceedings

If further action on a Complaint is to be taken, FPAC shall notify the Respondent of the procedures to be followed. If further action is to be taken, the proceedings shall be consistent with the the purpose of assuring the parties an opportunity to present evidence and arguments necessary for a fair and adequate resolution of the Complaint. The hearing will be before either the FPAC Board of Directors or the Executive Director, whichever has the responsibility as provided in Section 6.3.B.6.

FPAC shall use its best efforts to issue a decision in writing within a reasonable period after conclusion of the hearing. It shall include a statement of the reasons for the decision, and, if the complaint is sustained, prescribe a remedy and/or sanction, or other appropriate relief that is consistent with these Policies and Procedures. FPAC shall notify the Complainant and the Respondent of the decision.

5. Additional Procedures.

The Board of Directors and Executive Director may, for good cause vary, modify and/or waive particular procedures enumerated herein, or prescribe additional procedures, as may be reasonable and to accomplish the purpose of securing a fair and adequate resolution of the subject of the Complaint.

6. Allocation of Responsibilities

The Executive Director, the Board of Directors and the Governance Committee shall have the following responsibilities with respect to 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 shall not have responsibility over matters involving determinations of compliance with applicable laws; and shall not have responsibility over matters involving suspension or termination of membership. The Executive Director has initial responsibility over complaints about Minor Violations 1 – 9 and Major Violations 1 – 9 described above. The Board of Directors at any time may transfer to itself for further proceedings any matter within the initial responsibility of the Executive Director.

The Executive Director may issue temporary orders reasonably required to protect the property of FPAC or its premises or prevent imminent injury to the health and safety of persons with respect to any matters over which the Executive Director exercises initial responsibility. Notice that such an order may be issued and opportunity to be heard shall be provided to affected parties and the Board of Directors in a reasonably prompt manner. Temporary orders issued without notice and hearing shall be effective only so long as exigent circumstances require.

b. Board of Directors

The Board of Directors has responsibility over complaints that involve content issues and violations for which suspension or termination penalties may be imposed, including but not limited to allegations of illegal conduct.

The Board of Directors has responsibility over complaints about Minor Violations 10 – 14 and Major Violations 10 – 19 described above.

c. Delegation of Tasks

Notwithstanding the foregoing, the Board of Directors may delegate to the Executive Director or to the Governance or any other committee tasks incidental to processing complaints and violations, including but not limited to assembly of evidence for presentation to the Board of Directors; preparation of preliminary recommendations and findings for consideration of the Board of Directors; ministerial matters; and such other tasks as may be useful in securing a fair and adequate resolution of the subject of the Complaint or violation.

C. Appeals

1. Short-term suspension

A suspension of membership or a suspension of equipment use and training and courses for fifteen (15) days or less may be appealed to the Executive Director by Respondent by sending a written request for an informal hearing to the Executive Director within fourteen (14) days of receipt of FPAC's written decision. The Executive Director shall make a decision and provide Respondent with an explanation of the reasons for the decision on the appeal. Filing of such written request will not defer the imposition of the suspension unless so ordered by the Executive Director.

2. Other Appeals

A Respondent who is dissatisfied with the imposition of a suspension of greater than fifteen (15) days, or who wishes to appeal a disposition or an order entered on a Complaint and a member or other person who is dissatisfied with the response to a Complaint, may request in writing a review or rehearing by the Board of Directors. The request for review or rehearing, including the specific reasons therefor, with sufficient detail to

allow review of the decision, must be received by FPAC within fourteen (14) business days of the member's receipt of FPAC's written decision. FPAC 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 a matter. The Respondent and/or participants in the matter may, at their option, submit written materials to the Board and/or appear in person for the review or rehearing.

The Board of Directors may elect to affirm the prior decision, including the remedies and/or penalties imposed, reconsider and rescind or revise the decision, remedies and/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 action.

The procedures set forth in this section shall be used to the extent applicable; however, on a rehearing of a matter previously heard by the full Board of Directors, the presentation of facts and arguments may be limited by the Board of Directors to specific issues in dispute in the appeal and review. Evidence and arguments concerning facts and decisions that are not relevant to matters under review will not be heard.

Section 7: Policy Implementation

7.1. Interpretation of the Policies

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

7.2. Amendments to these Policies and Procedures

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