

AREA 58 Community Access Media, Inc.
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Policies & Procedures

TABLE OF CONTENTS

1. MISSION STATEMENT
2. CATEGORIES OF MEMBERSHIP
3. AREA 58's ZERO TOLERANCE POLICY
4. AREA 58 CODE OF CONDUCT & EXPECTATIONS
5. GRIEVANCE PROCEDURES
6. AREA 58's REINSTATEMENT PROCEDURE
7. ROLE OF THE AREA 58 STAFF IN PUBLIC ACCESS
8. GENERAL HOUSE RULES
9. ACCESS RULES
10. PROGRAM CONTENT RULES
11. USE OF EQUIPMENT
 - 11.a. Check-Out of Equipment
 - 11.b. Check-In of Equipment
12. CHANNEL TIME REQUESTS/CABLECASTING PROCEDURE
13. PROGRAM CREDIT FOR UNDERWRITING AND GRANTS
14. CABLECAST STANDARDS
15. COSTS
16. OWNERSHIP
17. INSURANCE REQUIREMENTS:
18. ACCESS MEMBER LIST
19. AREA 58 BULLETIN BOARD
20. INDEMNIFICATION
21. CERTIFICATION OF CONSENT & AGREEMENT

1. MISSION STATEMENT

AREA 58 is an independent, non-profit organization, governed by a volunteer Board of Directors. AREA 58's mission is to help all Carver citizens and institutions realize their potential through the medium of cable television, and to encourage and facilitate their fullest participation in the production and distribution of quality programming by and for the Carver community.

AREA 58 is committed to fostering a welcoming and empowering environment where Carver citizens may obtain hands-on training in video production techniques and media literacy, and enjoy free access to professional television equipment for the purpose of creating community programming that provides a unique, valuable, and locally-relevant option in non-commercial programming.

Community television is an invaluable tool for strengthening expression, communication, understanding, and appreciation of diversity in a community, and to this end AREA 58 is especially committed to providing non-discriminatory access to the television medium to all Carver citizens and institutions.

2. CATEGORIES OF MEMBERSHIP

All memberships are good for one year

1. Individual Adult Membership -- \$25 (Note: An individual who is unable to pay the annual fee may arrange with the executive director to do four (4) hours of community service in AREA 58 office.) Includes voting privileges, subscription to AREA 58 newsletter/program guide, open access to training, production equipment and facilities and channel time.
2. Organizational Membership -- \$40 includes 2 Individual Adult Memberships; \$25 for each additional member. (Educational institutions, local governments, health care, social services, arts, environmental, religious, and any other nonprofit organizations. Membership covers two people representing the organization; the two people receive the same benefits as Individual Adult Members.
3. Youth Membership (student/person under age 18)- \$15 includes one full access Youth Membership that includes voting privileges, subscription to AREA 58 newsletter/program guide, open access to training, production equipment, and facilities and channel time. Youth Membership Productions require parent/guardian approval before airing on AREA 58 Channel 13.
4. Senior Membership (over age 62) - \$15 includes all privileges of an Individual Adult Membership.
5. Family Membership- \$50 includes two Individual Adult Memberships and up to three Youth Memberships.
6. Lifetime Membership- \$150 includes one Individual Adult Membership for life.

3. AREA 58'S ZERO TOLERANCE POLICY

Members, Staff, and guests will treat each other with dignity and respect. To insure a fair, safe, and professional atmosphere for everyone, AREA 58 has instituted a ZERO TOLERANCE POLICY regarding bullying, harassment, discrimination, or any other behavior that creates an unsafe or threatening environment. Any such behavior that violates this policy will result in immediate expulsion from the center and could result in suspension or termination of membership privileges. All violations of this policy must be directed to the Executive Director immediately. AREA 58 and the Executive Director hold the right to immediately suspend all community access privileges to anyone violating this policy.

No individual or group may verbally, physically or by any other means cause harm or harass any AREA 58 COMMUNITY ACCESS MEDIA Corp Member of the Board of Directors, its staff, or its members and/or volunteers at any time. Any harassment or discrimination based on race, sex, age, physical disability, religious or political belief, or sexual orientation is strictly prohibited.

Unacceptable behavior in any instance that violates AREA 58's ZERO TOLERANCE POLICY includes but is not limited to:

1. Possession or use of any illegal substances and/or weapons.
2. Operating equipment or spending time in AREA 58 facilities while using or appearing to be under the influence of alcohol or drugs.
3. Smoking in the access facility
4. Using abusive, threatening, sexual, demeaning, or vulgar language in any way.

5. Displaying inappropriate actions and/or making unwanted/inappropriate physical contact
6. Displaying threatening or hurtful behavior towards any person in AREA 58 in anyway
7. Loitering within the facility.

While AREA 58 whole-heartedly believes in the concept of free speech and does not censor the content of Public Access productions in any way, in-studio productions must comply with AREA 58's ZERO TOLERANCE POLICY and all other policies regarding facility use.

Members are responsible for the supervision of guests and children while in AREA 58, and must ensure that their behavior complies with all of AREA 58's rules and policies specifically including AREA 58'S ZERO TOLERANCE POLICY.

4. AREA 58 CODE OF CONDUCT & EXPECTATIONS

For Individual Adult/Senior Members:

Members are expected to:

- understand, comply with, and uphold AREA 58'S ZERO TOLERANCE POLICY and report any violations to the Executive Director or any available AREA 58 Staff*
- be courteous, responsible, and professional while using AREA 58 equipment and facilities. *
- check in and out of AREA 58 when entering or leaving the premises*
- sign out all equipment properly
- treat all equipment properly
- sign in and return all equipment properly
- treat the AREA 58 in-studio facilities properly
- listen to the direction of all AREA 58 Staff*
- use AREA 58 equipment and facilities for non-profit use ONLY*
- identify themselves as a Member or Community Producer of AREA 58 and not as AREA 58 Staff*
- use AREA 58 equipment in safe environments ONLY
- fill out all membership, equipment sign out/in forms as accurately as possible
- never steal, mis-use, neglect, or mis-handle any piece of AREA 58 equipment or property*
- never record or use AREA 58 equipment to record obscene, illegal, or inciting material*
- never attempt to perform self repair of AREA 58 equipment
- never use or posses illegal drugs, alcohol, or weapons while in AREA 58 or using AREA 58 equipment *

For Youth Members:

Members are expected to:

- understand, comply with, and uphold AREA 58'S ZERO TOLERANCE POLICY and report any violations to the Executive Director or any available AREA 58 Staff*
- be courteous, responsible, and professional while using AREA 58 equipment and facilities.*
- sign in and out of AREA 58 when entering or leaving the premises, giving each time the reason for entering or exiting, the time on the clock, your destination, and whether or not you are leaving for the day*
- sign out and wear a AREA 58 Member badge while signed into AREA 58, while volunteering for AREA 58 at the school, or while using AREA 58 equipment on school grounds*
- sign out all equipment properly
- treat all equipment properly
- sign in and return all equipment properly
- treat the AREA 58 in-studio facilities properly
- listen to the direction of all AREA 58 Staff*
- use AREA 58 equipment and facilities for non-profit use ONLY*

- identify themselves as a Member or Community Producer of AREA 58 and not as AREA 58 Staff*
- use AREA 58 equipment in safe environments ONLY
- fill out all membership, equipment sign out/in forms as accurately as possible
- never steal, mis-use, neglect, or mis-handle any piece of AREA 58 equipment or property*
- never record or use AREA 58 equipment to record obscene, illegal, or inciting material*
- never attempt to perform self repair of AREA 58 equipment
- never use or possess illegal drugs, alcohol, or weapons while in AREA 58 or using AREA 58 equipment *

Any violation of the above expectations will result in the following:

1st Violation: Verbal warning and the creation of a disciplinary file in your name

2nd Violation: Written warning which will be noted in your disciplinary file

3rd Violation: Loss of privileges

Any violation of the above expectations that are denoted with a “*” symbol may result in the immediate suspension of privileges to use AREA 58 facilities or equipment. Some violations may result in criminal prosecution. A hearing before the AREA 58 COMMUNITY ACCESS MEDIA Board of Directors will be held upon any suspension within one month of the suspension. The AREA 58 Board will determine if any suspended privileges will be reinstated after the reinstatement procedure has been initiated by the suspended member. If any member is suspended, the Executive Director is required to fill out an Incident Report form that day to be provided to the Board of Directors for review.

5. GRIEVANCE PROCEDURES

A Grievance Report form must be filled out and submitted to the Executive Director in order to initiate grievance procedures. Grievances may occur regarding the assignment of workshop space, channel time allocation, equipment, studio, and facilities use, or any other matter regarding the community access studio, studio personnel, community access volunteer(s) or board members. The Executive Director will decide on a resolution for the grievance. Anyone wishing to appeal the decision of the Executive Director or who feels that the situation remains unresolved may contact the Board of Directors via US Mail requesting a review of the Grievance. The Board will address the Grievance within one month of receiving the written request.

The Board of Directors may be contacted by mail at:

**Board of Directors of AREA 58
96 North Main Street, Unit #10
Carver, MA 02330**

Members who are suspended for longer than one month must follow AREA 58’S REINSTATEMENT PROCEDURE in order to have membership privileges reinstated.

6. AREA 58’S REINSTATEMENT PROCEDURE:

If you are a suspended member and you wish to have your membership privileges reinstated then you need to:

1. Fill out a Reinstatement of Privileges form
2. Provide the Executive Director with the form and a written statement explaining why you believe the Board of Directors should reinstate your membership privileges.
3. Wait to be notified by U.S. Mail of the decision of the Board. The board will take the Reinstatement of Privileges form, your written statement, and the Executive Director’s incident report into account when making its decision.

4. The Executive Director will provide the Board of Directors with the Reinstatement of Privileges form, your written request, and the Executive Director's Incident Report within a week of your suspension. The Board will deliberate on the matter within one month and has the option to defer the issue for up to one month if scheduling prevents a meeting. You will be notified both if the Board decides on the matter or if it defers the matter for one month.

If the Board finds in your favor then your privileges will be reinstated as per the decision of the Board.

If the Board decides to withhold your membership privileges then your suspension stands. You may start the reinstatement process again 6 months after the date that the decision was issued.

7. ROLE OF THE AREA 58 STAFF IN PUBLIC ACCESS

AREA 58 depends on the participation of its Members to be successful. AREA 58 Public Access Channel 13 exists to provide the Communities of Carver, Halifax and Plympton with an outlet to express its unique interests and opinions.

AREA 58 cannot provide video production services for community members or organizations. AREA 58 and its Staff will however assist Members in the production of their own Public Access Programming including the training of Members in the various methods of production and post production techniques. AREA 58 and its Staff will attempt to aid Community Producers in assembling production crews from among trained and qualified individuals. AREA 58 and its Staff will also provide assistance to Members in troubleshooting any technical obstacles that may arise during the production of their Public Access Program. Any assistance provided by the AREA 58 Staff in the production of Public Access Programming by any Community Producer does not constitute affiliation or agreement with the view points/content put forth in the program. Nor do the contents/opinions expressed by any Public Access Program reflect the the opinions of AREA 58, its Board of Directors, its Staff, or the Town of Carver in any way shape or form. Furthermore, any assistance in producing Public Access Programming does not and will never imply ownership or responsibility of the content contained within the program being produced. Ownership and responsibility for the program and its content remain the sole responsibility of the Community Producer producing the show.

8. GENERAL HOUSE RULES

- Please plan your production times according to posted hours so that production and clean up can be completed before closing.
- No eating and/or drinking in the control room or edit suites.
- All rules outlined by these policies and procedures must be adhered to by all Staff Members, Volunteers/Community Members, guests, and members of the Board of Directors.
- The Executive Director reserves the right to amend the Policies and Procedures subject to approval by the Board of Directors.

9. ACCESS RULES

1. AREA 58 Media Access Center studio and equipment is available to members on a first-come, first served basis. Any person, group, organization or institution in the towns of Carver, Halifax and Plympton is eligible for membership. Any individual who works in the town of Carver are also eligible.
2. Anyone using AREA 58 Media Access Center must be oriented to the philosophy of access, AREA 58 Access Rules and Operating Procedures and producer's contracts. Anyone using access equipment must be certified to operate that level of equipment or facility.
3. Programs produced with access equipment and facilities must be cablecast on the access channel.

4. Anyone who produces programming using AREA 58 facilities and equipment retains ownership of the copyrights to that program. The producer also takes full responsibility for the content of their program.
5. Use of AREA 58's Community Bulletin Board is limited to use by not-for-profit and community groups to publicize activities and events.
6. Users of AREA 58's facilities and/or equipment are not employees or staff of AREA 58 and must identify themselves as public access community producers only.
7. Youth Members must have a signed "Parental Consent Form" on file with AREA 58. Furthermore, any programming directly produced by under aged members will require additional parental consent and/or parental screening of the individual program.

10. PROGRAM CONTENT RULES

1. Presentation of the following material on community access channels is prohibited:
 - a. Any program or material that is commercial in nature.
 - b. Any material that is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations or promises.
 - c. All advertisement of (or information concerning) any lottery, gift enterprise or similar scheme offering prizes dependent, in whole or in part, upon lot or chance; or any list of 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.
 - d. Libelous or slanderous material.
 - e. Material that is obscene according to local community standards or is otherwise illegal.
2. Regarding Fundraising Programs, the following is permitted:
 - a. Non-profit organizations that are members may produce one (1) fundraising program per year.
 - b. The format of that program may be either a live auction or a live telethon.
3. Regarding Youth Membership Content in Public Access
 - a. All content produced by Youth Members for airing on AREA 58 Channel 13 (Public Access) is required to have parent/guardian approval.
 - b. The Parent/Guardian Programming Approval Form must be completely filled out and supplied to a member of the AREA 58 Staff before each piece of programming is aired.

11. USE OF EQUIPMENT

1. General Rules:
 - a. Equipment is available on a first-come, first-served, non-discriminatory basis.
 - b. Cancellation of equipment and facility reservations should be made at least 24 hours in advance, except in cases of emergency. Repeated last minute cancellations may result in loss of privileges.
 - c. Any materials for productions, beyond those supplied by AREA 58 must be supplied by the user and must be removed after the production. Sets, props, and production materials may not be left in the studio.
 - d. Individuals using AREA 58 equipment, studio or post-production facilities will not change wiring or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the user! A loss of privileges will result from such equipment abuse.
 - e. Individuals using AREA 58 equipment and facilities should report any defects or problems to the staff. Members should fill out a Facilities/Equipment Incident report when problems are encountered.
 - f. Producers found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
 - g. No food or drinks are allowed into the control room.
THIS RULE MAY NOT BE WAIVED.

2. Use of the Studio

- a. Reservations may be made up to one month in advance. Reservations can be made in person or by phone to a staff person only.
- b. In order to schedule the studios and control rooms, a community user (and all crew members) must be certified for studio production.
- c. No studio production may take place without staff supervision, unless the producer or another crew member has been given studio supervision certification.
- d. Producers are entitled to a maximum of six hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduled studio time includes time needed to set up, break down and clean up in studio.
- e. Users must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It's generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and cleanup of the studio.
- f. Youth Members who wish to schedule the studio or participate in a studio production must have an up-to-date AREA 58 parent permission form.
- g. Youth Members under no condition may have access to the studio without supervision from AREA 58 staff.

3. Use of Editing and Post-Production Facilities

- a. To schedule and use the editing or post-production facilities, a community user must be properly certified for such use.
- b. Youth Members who wish to schedule the editing and post-production facilities must have a signed AREA 58 parent permission form.
- c. Producers are entitled to a maximum of 4 hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduling outside these parameters will be made at staff discretion. These guidelines are designed to allow everyone equal and fair access to the post production facilities. Grievances concerning scheduling should be brought to staff attention immediately and should be resolved at that time.

4. Use of Portable Video and Audio Equipment

- a. Reservations for equipment may be made up to one month in advance and should be made at least one week in advance whenever possible. Reservations must be made at least 24 hours before intended sign-out. Reservations can be made in person or by phone to any operations staff member.
- b. Equipment must be picked up and returned at the previously agreed upon time. Failure to return equipment when due will result in a written warning and subsequent violations may result in loss of privileges in the future.
- c. Equipment may be checked out for forty-eight (48) hour periods during the week or longer for weekends or holidays. An equipment use will be applied against each group, organization or institution each time its individual members check out equipment for that entity's use.
- d. Producers holding equipment reservations must follow these check-out and check-in procedures.

11.a. Check-Out of Equipment

- a. Fill out equipment checklist and sign Equipment Check out form.
- b. Make sure that the form is also signed/notified by a AREA 58 Staff person on duty.
- c. Assemble and test requested equipment. It is the producer's responsibility to make sure that they have all required cables and connectors to facilitate production.

11.b. Check-In of Equipment

- a. Equipment must be returned on time.

- b. Any problems with equipment or damage should be noted on Facilities/Equipment Incident form and brought to the attention of staff.
- c. Users are responsible for loss or damage due to negligence or abuse while the equipment is checked out to them.
- d. Make sure that the form is initialed by a AREA 58 Staff person on duty to confirm that you have returned your equipment in properly.
- e. Eligible Youth Members who wish to borrow portable equipment must have a parental consent form on file signed by their parent or guardian.

12. CHANNEL TIME REQUESTS/CABLECASTING PROCEDURE

Scheduling Procedures

1. General Procedures

- a. All requests for channel time shall be processed on a fair and equitable basis. An Application for Cablecast form must be turned in with completed program. Scheduling and cablecast times will be determined by programming staff. If producers have special time requirements or requests they should be noted on the Application for cablecast form.
- b. Users may produce a Single Program or Series.
- c. Each individual program produced and each series produced should have on file at AREA 58 a Producer Agreement and Indemnification in which the producer is solely responsible for program content and holds AREA 58 (and its officers, directors, employees and agents) harmless from liability or legal fees and expenses incurred as a result of cablecasting.

2. Series Scheduling

- a. Regularly scheduled "series" time slots will be allocated at the discretion of staff provided ample time remains available for other community programming requests.
- b. "Series" may be required to reapply each year. If a series producer fails to produce new original programming for more than two consecutive weeks or regularly fails to have the program ready for scheduled cablecast, the time slot may be reassigned to other users.
- c. A series may be weekly, bi-weekly or monthly.

13. PROGRAM CREDIT FOR UNDERWRITING AND GRANTS

- 1. Advertising of any kind is strictly prohibited, by policy and by law. Acknowledgement of funding sources such as grantors, businesses, etc. or those providing non-financial support is allowed, but must be placed at the end of the program credits. No mention of funding sources may be made during the program, nor may any signs or visual items be shown within the program.
- 2. Underwriting of Individual Member Programming: Charitable donations may be used for programming produced by an individual AREA 58 access member. The access member (producer) is accountable to disclose in writing, all funds received and expended for the specific production. 10% of all grants received by an individual must be remitted to AREA 58 and will be used to supplement the operating budget. All programs produced using AREA 58 equipment or facility must credit AREA 58 in the end credits. AT NO TIME is AREA 58 to be credited as the producer.
- 3. Underwriting of Non-Profit Agency Programming: Charitable donations may be given to sponsoring agencies for use in a specific production. The Agency is accountable for disclosing all funds received and expended in the production. 15% of all grants received must be remitted to AREA 58 and will be used to supplement the operating budget.

14. CABLECAST STANDARDS

- Cablecasting Requirements
- DVD Discs
- Label

1. Program name, episode number, date produced and exact run time in minutes and seconds on face (ex: Episode #3 Carver Talk Show, 9/1/05, RT: 28:30)

Note: Run time does not include black at the beginning or end of the program

2. One show per DVD

Beginning of Tape

1. 10 Seconds of black
2. NO countdown, or slate

End of tape

1. Appropriate credits
2. AREA 58 credit: "Produced at Carver Community Access Center, Carver, MA"
3. 30 seconds of standard black

15. COSTS

AREA 58 will supply SVHS and mini-dv videotapes at the cost of \$6.00 and VHS tapes at a cost of \$2.00. DVDs may be purchased for \$2.00. If a producer is unable to afford the cost of media, alternate arrangements may be made with the executive director.

Copies of programs may be purchased on VHS for \$20 and DVD for \$15.

There may be other costs involved for sets, props and additional equipment etc. The producer is responsible for the costs associated with the production. It is recommended and encouraged that producers seek charitable contributions, donations, in kind service and underwriting/grants.

AREA 58 also offers VHS transfer to DVD. We will take your VHS media and copy and transfer it to a DVD for \$10 per every two hours or every tape.

16. OWNERSHIP

All programs and their content remain the property of the community producer(s).

AREA 58 reserves the right to keep archival copies of all material produced or aired.

AREA 58 reserves the right to cablecast that material as many times as it wishes in perpetuity. Any program, which is produced using AREA 58 equipment, and/or facilities, which is sold, given, or extracted, shall not be excluded from cablecast.

AREA 58 will not release the rights of cablecast for any material for any reason. Non-locally produced material must include name of individual or non-profit organization sponsoring the program, local address and telephone number of local sponsor, and name of producer.

17. INSURANCE REQUIREMENTS:

All AREA 58 equipment is insured.

AREA 58 access members are responsible for all equipment signed out to them.

AREA 58 members are responsible for any deductible for replacement of equipment damaged or destroyed while in their care. In the event of an accident it is imperative that the following information be compiled. Failure to provide this information to AREA 58 may result in non-payment by the insurance company and the access member would pay replacement or repair of the equipment:

1. A police report must be filed in the town or city in which the theft occurred.
2. Equipment cannot have been left unattended.
3. Equipment cannot have been left in a hazardous situation.
4. There must be proof of unauthorized forcible entry into the vehicle or location where the equipment was stolen.
5. Equipment must not have been left in a vehicle overnight.

If the insurance company honors the claim, the access member is still responsible for payment of the deductible.

18. ACCESS MEMBER LIST

A list of all AREA 58 access members including names, addresses, and phone numbers will be maintained at all times. Each member is responsible for the accuracy of the information provided.

19. AREA 58 BULLETIN BOARD

Any Carver resident or non profit organization who wishes to communicate with the cable subscribers on the electronic bulletin board for non commercial, non lottery purposes can do so by mailing, faxing or e-mailing their typed information to:

AREA 58 On the web: www.AREA58.tv
96 NORTH MAIN ST. UNIT #10
Carver, MA 02330
Email: info@AREA58.net

All messages will run for a maximum of 4 weeks as time permits. Notices must be received 14 days prior to event(s). Nonprofit and/or community groups should submit messages on their letterhead and include name, address, telephone number, and contact person. All organizations must be able to prove their nonprofit status. No phone messages of notices will be aired.

20. INDEMNIFICATION

Any user of the Carver Community Access facilities, equipment, and/or channel time shall indemnify and hold harmless AREA 58 COMMUNITY ACCESS MEDIA Inc., its officers and staff, and the town of Carver against any and all liability claims arising out of the breach of the “Community Access Agreement.”

21. CERTIFICATION OF CONSENT & AGREEMENT

I, do hereby certify that I have read, understand, and agree to completely abide by all policies and procedures set forth in the AREA 58 Community Access Media Policies & Procedures.

Member Signature:

Date: