

Billerica Access Television, Inc.

Policies & Regulations

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**BillERICA Access Television, Inc.
Policies & Regulations
Table of Contents**

I.	Introduction	3
II.	Mission Statement	3
III.	BATV, Inc. Membership	3
	A. Requirements / Fee schedule	3
	B. Privileges	3
	C. Code of Conduct	4
IV.	Equipment / Facilities	4
	A. Requirements	4
	B. Training / Certification	4
	C. Availability / Usage	4
V.	Programming	5
	A. Community Bulletin Board	5
	B. Channel Time	6
	C. Program Submission Requirements	6
	D. Content	7
	E. Ownership	7
	F. Copies of Programs	8
	G. Sponsorship Credits	8
	H. Political Programming	8
VI.	Violations	9
	A. Minor Violations	9
	B. Major Violations	9
	C. Grievance Procedure	10
VII.	Underwriting and Grants	10
VIII.	Responsibility	10
BATV, Inc. Forms:		
	Agreement With Policies & Regulations	A
	Minor Release	B

I. Introduction

Welcome to Billerica Access Television, Inc. (hereinafter referred to as “BATV”). BATV is a non-profit, non-commercial access television facility whose purpose is exclusively charitable, scientific and educational within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended from time to time.

This Manual contains BATV’s policies and regulations, established to ensure fair and equal access to production resources, training, and time on the access channels (Public, Educational, and Governmental).

The facilities are provided exclusively for the creation of non-commercial media of interest and / or benefit to the residents of Billerica and for cablecast on the access channels, web distribution, or other staff approved purposes. The BATV Community Bulletin Board is available to publicize non-commercial activities and events.

Residents, employees and members of organizations serving the town of Billerica are encouraged to use these resources.

II. Mission Statement

To encourage and enable open extensive communication through BATV while promoting diversity and responsibility.

III. BATV, Inc. Membership

A. Requirements / Fee Schedule

Membership is available to any individual who lives in, or is affiliated with an organization or business that serves Billerica. To become a member of BATV, an individual-must:

1. Provide proof of:
 - a) Billerica residency, or
 - b) Affiliation with an organization or business that serves Billerica; and
2. Pay the current membership fee. Membership fee is \$20 per year per individual, with a maximum charge of \$50 for all family members of the same household. In lieu of membership fee, an individual may volunteer service as approved by the Executive Director; and
3. Sign a contract (Agreement with Policies & Regulations) to follow the BATV Policies & Regulations contained herein. If under 18 years of age, a parent or legal guardian must also sign the contract.

B. Privileges

BATV memberships afford individuals opportunities to take an active role in access television. Members may learn new skills by attending trainings, classes and workshops; utilize a vast range of equipment and technologies to create programming for cablecast on the access channels; attend member events and activities; receive professional support to

help achieve goals; and participate in the governance of the organization. In addition, those members who are age eighteen and above shall have voting rights at member meetings.

C. Code of Conduct

Users of BATV facilities and resources have an obligation to treat all persons at BATV with courtesy and respect and behave in a fashion that does not disrupt the operations of BATV or the ability of others to use BATV facilities and resources.

IV. Equipment / Facilities

A. Requirements

To use BATV equipment and / or facilities, a member must:

1. Be certified to operate the specific equipment (see Section IV, Training / Certification).
2. Use the equipment / facilities exclusively for the creation of non-commercial media for cablecast on the access channels, web distribution, or other staff approved purposes.
3. Assume full responsibility for the care of the equipment and facilities being used, and the actions of production crew and / or guests.

B. Training / Certification

BATV will provide training for member equipment certification. Once certified in an area of production, members may reserve and use those respective BATV resources that apply.

Sign-up for courses and workshops is on a first-come-first-served basis. To register for a BATV course / workshop, an advance deposit may be required. The deposit will be refunded upon successful completion of the course / workshop.

Training is offered to familiarize members with production concepts and resources and to ensure proper technique and care are used when handling BATV equipment. Individual instruction may be set up by appointment with staff. Members with previous video production skills may, at the discretion of BATV staff, bypass certain BATV training and become certified.

C. Availability / Usage

1. Reservations:

Equipment / Facilities will be available to all certified members on a first-come, first-served basis and be documented internally by BATV staff.

Reservations of equipment and / or facilities should be made with the BATV staff by the certified member who will be using it and will be responsible for it. Reservation

requests will be honored at the discretion of BATV staff. BATV staff reserves the right to limit the amount of equipment and / or time which any one individual or group may reserve.

Members must give a 24-hour notice when canceling any reserved use of BATV equipment or facilities. If a certified member is more than 30 minutes late without notification and approval, the reservation may be canceled.

2. Equipment Check-Out / In:

Equipment must be picked up at and returned to BATV by the certified member who reserved it unless alternative arrangements have been approved in advance by BATV staff. If the BATV member is under 18 years of age, a parent or legal guardian must accompany the member during equipment check out / in.

Time for check-out / in of equipment is to be scheduled with BATV staff. Equipment must be checked out / in at the time agreed upon.

BATV will make every reasonable effort to ensure equipment is in working order, but can make no guarantee as to the operating quality of equipment. It is suggested that the certified member inspect, set up and test the equipment before leaving the facility as there are no “standard” settings on many of BATV’s resources.

When returning equipment, the certified member is responsible for having the equipment officially checked in by BATV staff. At this time, any damage to equipment or operating irregularities must be reported to staff.

3. Facility / Studio Use:

Crew position assignments are the responsibility of the producer. BATV staff may assist producers in assembling crews from among trained and qualified members. It is ultimately the responsibility of the BATV producer to ensure the eligibility of all crew used.

Producers are responsible for the actions of guests, assistants, crew, children, etc. in the facilities. It is highly recommended that producers require all persons appearing in their program to complete a Performance / Visual Arts Release (available through BATV) to keep for their records.

BATV office equipment and supplies may not be used for props. Upon staff approval, members may store props on the premises, at their own risk.

Members must clean up after themselves. Members must begin striking their set 30 minutes before closing time. No animals, except for service animals, are allowed in the facility without the approval of BATV staff. Eating and drinking is allowed in designated areas only. Smoking is not allowed in the premises occupied by BATV.

V. Programming

A. Community Bulletin Board

The Community Bulletin Board (“CBB”) is a service maintained by BATV for publicizing non-commercial, non-partisan notices, activities, and events of interest and / or benefit to residents of Billerica. Community Bulletin Board Request forms are available to individuals and organizations through BATV.

B. Channel Time

Programs may be requested to be cablecast on the access channels. All programs submitted for cablecast shall be accompanied by a completed "Request for Cablecast" form (available through BATV), full disclosure of contents, and an opportunity to screen.

The following considerations will determine the scheduling of channel time:

- Where the program is / was produced.
- Timeliness of program.
- Regularity of programs.
- Repeat, live or first run program.
- Date of receipt of Request for Cablecast form.
- Availability of channel time.

Channel time is scheduled by BATV staff. BATV will try to accommodate all reasonable requests. It is the responsibility of the presenter / producer to alert staff of any questionable content in the requested program, particularly if it may not be appropriate for younger viewers and / or contain adult content. Such programming will be cablecast according to applicable law(s), including, but not limited to, U.S. Safe Harbor time guidelines. BATV reserves the right to require an appropriate disclaimer on any program.

Failure to submit a completed Request for Cablecast form and / or present / produce the requested programming as agreed upon by the presenter / producer may result in loss of channel time.

C. Program Submission Requirements

Programs to be cablecast should, when applicable, include:

1. Appropriate credits.
2. Producer and / or presenter's name.
3. The following message: "Produced with facilities provided by Billerica Access Television, Inc."

Quality of all programs to be cablecast must be consistent and of acceptable quality to permit adequate reproduction by transmission equipment.

Staff will take all reasonable steps to make use of digital programming submissions. File submissions should be presented in an industry standard format and not include any video (black, countdown, etc.) the producer / presenter does not want cablecast. BATV recommends digital submissions to be encoded at a bitrate of no less than 5Mbps for SD programming and 10Mbps for HD programming.

BATV staff reserves the right to withhold the cablecast of any program, which does not meet program submission requirements.

D. Content

While BATV provides training and resources for volunteers to create and present programming, program content is that of the program producer or presenter, not BATV.

Presenters of programming must be thoroughly familiar with, and responsible for, the content of their programming submitted to BATV for cablecast.

Programming content submitted to BATV for cablecast will be used for programming on the Public, Educational or Governmental Access Channels and may be disseminated by other means and used for promotional purposes.

The following material is forbidden for presentation on the Public, Educational, and Governmental Access Channels:

1. Any obscene and / or other programming prohibited by applicable law(s).
2. Any lottery information.
3. Any material designed to promote the sale of commercial products or services.
4. Any invasion of privacy.
5. Any violation of trademark, copyright, or publicity rights prohibited by applicable law(s).
6. Any illegal or otherwise prohibited activity.

Users of BATV and program producers / presenters are responsible for obtaining, in writing, release forms, minor permission forms, all necessary approvals, clearances, and / or licenses, etc. for the use of any program material which the user submits to BATV for cablecast, including, but not limited to: broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast, stream / webcast and / or distribute program material by any means.

If requested, a responsible adult shall verify, in writing, that authorization has been obtained concerning use of any equipment by a minor; and / or appearance of any minor; and / or that all necessary approvals / licenses have been obtained, for a program to be distributed by any means. Such adults shall be responsible for liability resulting from the use of equipment by, or any appearance of, a minor.

Users of BATV and program producers / presenters will be held responsible and must agree to indemnify and hold harmless Comcast, Verizon, BATV, and / or its Board of Directors and employees, and their successors, from any liability, loss, claim, cost, or damage of any nature whatsoever which may arise by reason of any claim that any content material submitted for dissemination by any means infringes and / or violates any rights of any person(s) or organization(s).

E. Ownership

The copyright for program content produced using BATV equipment is retained by the producer provided, however, that BATV retains the right to maintain a copy of all programs produced using BATV equipment or submitted to BATV and retains the right to cablecast, stream / webcast and / or distribute program material without limit.

No individual may receive any financial benefit / remuneration from services / productions / programs produced using BATV equipment in accordance with BATV's 501 (c)(3) non-profit status, unless through an awarded grant (see Section VII, Underwriting and Grants).

F. Copies of Programs

Any producer who wishes to have a copy of his / her program may make a copy when facilities are available to do so. All other requests for copies of programs should be directed to the staff of BATV. Copies of programs will be honored for a fee.

G. Sponsorship Credits

Commercial advertising is prohibited on the access channels; provided, however, that an acknowledgment of underwriting by businesses, organizations, or grantors providing monetary or other assistance to the making of a program may be included in the program credits. Such acknowledgment may include the underwriter's name, business name and a brief value neutral statement describing the underwriter's contribution or product. No addresses or telephone numbers may appear except for not-for-profit (non-profit) organizations.

H. Political Programming

BATV makes available its production and cablecasting facilities as an open forum and encourages political discussion of issues and candidates.

1. Political programming:
 - a) Debate programs are deemed to be non-partisan: All candidates are invited and all referendum viewpoints may be expressed.
 - b) Advocacy programs are deemed to be partisan: All candidates may or may not be invited and all referendum viewpoints may or may not be expressed.
 - c) Election coverage.
2. Users of BATV's resources must follow the BATV Policies & Regulations to present / produce political programming.
3. Cablecast of political programming will cease 48 hours prior to Election Day and will not resume until after the polls have officially closed. It is the responsibility of the presenter / producer to alert staff of any political program content (debate and advocacy programming, election coverage, and / or all other programming) relevant to the upcoming election.
4. The Community Bulletin Board may not be used for political advocacy.

VI. Violations

In order for the BATV Policies & Regulations to be effective and to keep operations running smoothly, the following penalty system has been instituted. Producers are responsible for their production crew and guest's actions as related to these violations and may also be subject to discipline under these guidelines accordingly. There are two types of violations, which may result in restrictions on a member. BATV staff is authorized to issue the violations either verbally or in writing.

A. Minor Violations

Minor violations may result in a verbal or written warning, or membership suspension up to 90 days. These may include, but are not limited to:

1. Failure to cancel a reservation in accordance with BATV's Policies & Regulations.
2. Late pick up or return of equipment without notification and approval.
3. Failure to clean up facility after use.
4. Returning equipment in an unorganized fashion.
5. Eating, drinking, or smoking in non-designated areas.
6. Handling off-limit equipment or being in off-limit areas.
7. Failure to comply with BATV's Policies & Regulations.

B. Major Violations

Major violations may result in a minimum 90-day suspension of membership. These may include, but are not limited to:

1. Abusive language and / or actions.
2. Commercial, profit-making, or personal use of BATV facilities and / or equipment.
3. Theft or abuse of equipment, including attempted repair, rewiring, etc.
4. Falsifying forms.
5. Misrepresentation to others of member's status or affiliation with BATV.
6. Use of BATV equipment without staff permission.
7. Being under the influence of drugs (including alcohol) or bringing such substances into BATV facilities.
8. Bringing weapons on the premises occupied by BATV.
9. Failure to comply with BATV's Policies & Regulations.

The staff of BATV exclusively reserves the right to enforce the BATV Policies & Regulations. The BATV Board of Directors and staff both reserve the right to permanently revoke the right of membership of any individual whose behavior violates the Policies and Regulations of BATV.

C. Grievance Procedure

Members are encouraged to resolve difficulties on the staff level. If a difficulty cannot be resolved at the staff level, a member may request an appeal. To file a formal complaint, the following steps are required:

1. The access user is required to submit any grievance, typewritten, to the BATV Executive Director within seven working days from the date of the incident.
**If the Executive Director is an affected party, the grievance request will be submitted immediately to a Grievance Committee and bypass step two.
2. The BATV Executive Director will review the grievance and render a decision in a timely fashion.
3. Should the decision of the BATV Executive Director not satisfy the access user, the user may file a written request for review by a Grievance Committee. The decision made by the Grievance Committee shall be final.

A Grievance Committee will be made up of one BATV staff member (not involved with the incident), one BATV board member (not involved with the incident), two BATV access users (not involved with the incident), and the President of the BATV Board of Directors.

The BATV President shall choose the staff member, board member, and two access users. If the BATV President is involved with the incident, the following order of command will be followed:

1. BATV Vice-President.
2. BATV Secretary.
3. BATV Treasurer.
4. Most senior BATV board member in alphabetical order.

VII. Underwriting and Grants

Access users are encouraged to apply for and receive underwriting or grants to aid in the development and production of programs. Donations can be in the form of goods, services, and contributions. When monetary consideration is received, the producer is required to make a donation to BATV in the amount of 20% of the grant total unless it violates the terms of the grant. Staff must be informed, in advance, about any such underwriting. To give proper credit for underwriting and grants, see Section V, Sponsorship Credits.

VIII. Responsibility

Users of BATV will be held responsible and shall indemnify and hold harmless Comcast, Verizon, BATV, and / or its Board of Directors and employees, and their successors, against any and all liabilities, losses, claims, costs or damages of any nature whatsoever arising out of use of the access channels, facilities and/or resources, or out of

breach of the BATV Policies and Regulations and / or the Agreement with BATV's Policies and Regulations or infringes and / or violates any rights of any person(s) or organization(s).

Agreement With Policies & Regulations

I have read, am familiar with, and agree to abide by the Policies & Regulations of Billerica Access Television, Inc. I understand that I am a volunteer and will not be paid for my volunteer actions and activities.

I understand that I am fully responsible for the equipment and facilities I use and for all programming content that I submit to BATV.

I understand I am responsible and agree to indemnify and hold harmless Comcast, Verizon, BATV, and / or its Board of Directors and employees, and their successors, from any of my actions and / or liability, loss, claim, cost, or damage of any nature whatsoever which may arise by reason of any claim that any material submitted by me for dissemination by any means infringes and / or violates any rights of any person(s) or organization(s).

Furthermore, I have read, am familiar with, and agree to abide by BATV's Policy Against Sexual Harassment and Other Unlawful Harassment and Reporting Procedures as stated herein:

BATV's Policy Against Sexual Harassment and Other Unlawful Harassment and Reporting Procedures

BATV, Inc. is committed to maintaining an environment that is free from harassment and discrimination. BATV will not tolerate harassment of or by its members or employees. All members and employees are expected to help ensure the environment remains free of harassment. Upon learning of a situation that may violate this policy, BATV will conduct a prompt and thorough investigation. All information regarding the alleged harassment will be kept confidential, as permitted by the investigation process or state or federal law. If it is determined that a violation of this policy has occurred, BATV will take appropriate remedial action to stop any prohibited harassment and to prevent future harassment. This may include disciplinary action up to and including membership suspension or termination of employment. BATV will not tolerate retaliation against anyone who has expressed a good faith concern about harassment or who has participated or cooperated in an investigation.

Definitions

The term "harassment" is used in this policy to refer to both sexual and other forms of harassment. Following are definitions of sexual and other forms of harassment, as well as examples of conduct that may constitute harassment. These lists are examples only and should not be considered to be all-inclusive and may be changed from time to time in accordance with applicable law(s).

A. Sexual Harassment – Sexual harassment is unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct:

- a) Is made a condition of membership or employment;
- b) Is made the basis for membership or employment decisions; or
- c) Unreasonably interferes with an individual's ability to perform membership /

volunteer / employment duties or otherwise creates an offensive or hostile environment.

The following are examples of conduct that may constitute sexual harassment:

- Unwanted physical touching.
- Telling sexually explicit jokes or stories.
- Making lewd or offensive comments or gestures.
- Displaying sexually suggestive objects, cartoons, or pictures.
- Sending sexually explicit messages by letters, notes, e-mail, text messaging, social media, or telephone.
- Making offensive comments about a member's body, physical appearance, or clothing.
- Using terms of endearment (e.g., "dear" or "sweetheart") when referring to members or employees of one sex.
- Repeatedly asking a member for a date or meetings outside of member / volunteer / work hours / duties after they have indicated an unwillingness to go.

B. Other Forms of Harassment – Other forms of prohibited harassment include offensive comments or conduct pertaining to a person's race, ethnicity, religion, creed, ancestry, national origin, age, physical or mental disability, sexual orientation, gender, marital status, or veteran status, or any other characteristic protected by local, state or federal law. Such conduct may include, but is not limited to:

- Making gestures, threats, derogatory comments, or slurs that may be offensive to individuals of a particular group.
- Bullying behavior that is threatening, intimidating, verbally abusive, or results in other disruptive actions at BATV.
- Displaying derogatory objects, photographs, cartoons, calendars, or posters.
- Sending messages by letters, notes, e-mail, text messaging, social media, or telephone that may be offensive to individuals in a particular group.

Responsibilities

All BATV members and employees are expected to help ensure the environment remains free of harassment. Any member, who believes he or she is being subjected to harassment by a BATV member or employee, or who has witnessed harassment of or by another member or employee, has a responsibility to promptly report the matter through one of the means identified in the "Reporting Incidents of Harassment" section of this policy. Upon learning of any alleged harassment, BATV will promptly investigate the matter and take appropriate steps, which may include disciplinary action up to and including membership suspension or termination of employment.

Reporting Incidents of Harassment

Any BATV member who believes that they have been harassed by a BATV member or employee, or who has witnessed harassment of or by another BATV member or employee, should report the alleged harassment to one of the following:

- Samuel L. Schauerman, Executive Director of BATV; and / or

- Any member of the Board of Directors.

In addition to the above, if you believe you have been subjected to unlawful harassment or discrimination, you may also contact:

Equal Employment Opportunity Commission (EEOC)
One Congress Street, 10th Floor
Boston, MA 02114

The Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place, Room 601
Boston, MA 02108

Name: _____ Signature: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Date: ___/___/___

Organization (if applicable): _____

Email Address: _____ Date of Birth: ____ - ____ - ____

If a member is under 18 years of age, name and signature of parent / guardian accepting responsibility.

Parent / Guardian: _____ Signature: _____

Minor Release

For members under 18 years of age to use equipment / facilities.

I hereby give permission for my child to attend and participate in Billerica Access Television, Inc.'s ("BATV") courses and workshops and member productions. I give my permission for my child, (name) _____, to use BATV's access equipment and facilities.

I hereby assume complete responsibility for the actions of said child while using BATV's equipment and facilities. I accept full responsibility, and will fully reimburse BATV for damage to any such equipment or facilities while in the possession of and / or in use by my child. Negligent handling of such equipment and / or facilities will result in the forfeiture of the right of my child to use BATV's equipment and / or facilities in the future.

I hereby consent to permit BATV to transmit or to record on film, tape, or otherwise, child's voice and / or picture, name, likeness or performance / visual art / musical composition for single or multiple performances, and to permit said BATV to supply recordings thereof to other Broadcasting / Cablecasting organizations and / or similar organizations and to consent to further broadcast, cablecast, stream / webcast distribution by any means, or other use thereof without limit. This consent also extends to the use of child's name and / or likeness, any portion of child's performance / visual art / musical composition, and biographical information about child for promotional purposes or other uses of child's artwork in one or more program(s) disseminated by BATV.

Please Print:

Child's Name: _____

Parent / Guardian: _____

Address: _____

Phone: (____)-____-_____

Email: _____

Parent / Guardian's Signature: _____

Date: ___/___/___