

Medford Community Media (MCM) Member Policies and Procedures Manual

Revised March 2020

MCM Member Policies

SECTION ONE ANNUAL MEMBERSHIP

- Categories of Membership
- Requirements for Membership
- CORI Policy
- Interns
- City of Medford Users
- Membership Rates

SECTION TWO PROGRAMMING

- Submission of Programming
- Program Delivery and Pickup
- Content Responsibility and Liability
- Programming Restrictions
- Potentially Objectionable Material
- Scheduling
- Scheduling Priorities
- Series Programming
- Disclosure of Information and Comments
- Use of Community Bulletin Board
- Political Campaigning
- Publicity

SECTION THREE VIDEO PRODUCTION

- Production Groups
- Significant Non-MCM Use
- Unfinished Programs
- Ownership
- Sponsorship, Underwriting and Credits
- Programming/Production By MCM
- Interpretation and Appeals

SECTION FOUR TRAINING, WORKSHOPS, AND CERTIFICATION

- Class Fees
- Attendance
- Cancellation of Classes by MCM
- Certification

SECTION FIVE EQUIPMENT RESOURCES

- Reservations
- Equipment Use by Production Type
- Equipment Allowances
- Equipment and Facility Use Cancellations
- Insurance and Liability
- Portable Production
- Studio Production
- General Rules for the Studio

SECTION SIX INDIVIDUAL MEMBER RESPONSIBILITY

- Violations Of Policy
- Appeals
- Complaints

SECTION SEVEN OTHER POLICIES AND CONDITIONS

- Members Contact Information
- Public File
- Volunteers
- Misrepresentation
- Facility Rules
- Right to Refuse
- Indemnification
- Interpretation
- Denial of Services
- Amendments

SECTION ONE - ANNUAL MEMBERSHIP

Categories of Membership

In order to participate in training classes and/or to use production resources, a person must become a MCM Access Member. There are three types of Membership:

1. Access Membership

Any Medford resident may become an Access Member.

Access Members may:

- use MCM's video equipment and facilities for a specified period of time without charge provided the production is for MCM's channels
- submit programming for cablecast on MCM's channels
- use MCM facilities during open hours
- enroll in any of MCM's workshops
- access MCM computers for non video editing purposes

2. Organizational Access Membership

Any incorporated organization including businesses, non-profits, or departments of an institution that is based in Medford may become an Organizational Access Member.

Organizational Access Members may:

- enroll non-resident employees or those affiliated with the organization as Access Members through the organization
- schedule specialized training with MCM Staff
- utilize the MCM Bulletin Board for community announcements

Note: An incorporated organization without a Medford address may be eligible for MCM membership if 50% of its service area, constituency, membership, and events are in Medford.

3. Affiliate Membership

Any individual, business, or organization may become an Affiliate Member of MCM. *Affiliate Members may:*

- use MCM facilities and equipment while volunteering on a member production
- enroll in classes and equipment trainings

Requirements for Access Membership

Definition: A Medford resident is defined as an individual whose principal residence is located in the City of Medford. (That is, where he/she normally eats, sleeps and maintains his/her personal and household effects)

In order to gain access to production resources and certification training, a person becomes an Access Member by following these steps:

- 1. Showing proof of Medford residency or, if a non-resident, submitting a letter from an Organizational Access contact person. Proof may include, but is not limited to, current license, utility bill, or lease. A letter received at a Medford address is not deemed to be sufficient proof of residency.
- 2. Signing and submitting an Access Membership Application and the Agreement With Policies form.
- 3. If the member chooses to use MCM facilities to produce their program and will spend time at the studio to do so, a Massachusetts CORI Form must be filled out and submitted along with the Membership Form.

Note: All Access Members must attend an Orientation or Training prior to using the equipment or the facilities.

Further: It is the Access Member's responsibility to ensure that MCM has his or her current contact information.

CORI Policy

All staff, members, producers, and interns of MCM facilities located at the Medford High/Vocational School, 489 Winthrop St., Medford are subject to a Massachusetts CORI check. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed.

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications.

M.G.L. c. 71, § 38R requires all schools to conduct criminal background checks on employees, volunteers, contractors, subcontractors, vendors, and special state, county municipal employees or any individual who may have direct and unmonitored contact with children.

Interns

MCM relies on the services of Interns in many capacities. Generally, an internship requires a four-month commitment of a minimum of three hours weekly. In exchange, Interns receive all the benefits of Access Membership. Students receiving high school or college credit are also encouraged to intern. Those wishing to become interns are required to submit an Intern Application and a resume.

Note: Internships are provided at the discretion of MCM staff. Every applicant is not guaranteed acceptance.

City of Medford Users

The City of Medford and the School Department automatically receive MCM Membership. Any employee of the City or School Department wishing to join MCM as an Access Member may do so. Non-residents must have a supervisor or department head approve the Membership and serve as the Organizational contact person for the department. All other policies apply to these Members.

Membership Rates

Membership for all MCM Members is FREE.

Members are not employees of Medford Community Media. They shall not misrepresent themselves as employees of Medford Community Media, or speak on behalf of Medford Community Media. Neither the Medford Community Media phone number, nor the Medford Community Media address may be listed as a contact number for members or their shows.

SECTION TWO - PROGRAMMING

By agreement with the City of Medford, the community cable channels are administered by MCM. These channels are provided as a public forum for solely noncommercial speech and are therefore not subject to content regulation by MCM, the City of Medford, or the cable operator. MCM is content neutral and any content that is considered protected speech under the First Amendment of the US Constitution is permissible on MCM's channels. As a public forum, MCM's channels are available to all Medford residents for noncommercial, constitutionally protected speech on a nondiscriminatory basis. Such speech is subject only to reasonable time, place and manner requirements as defined in these programming policies. The Medford resident who provides programming for MCM's channels takes personal responsibility for the content of that programming by signing the Cablecast Agreement.

Submission of Programming

Definition: For the purposes of these Programming Policies, the term "program provider" means the Medford resident or the Medford business/organization whose designated representative signs the Cablecast Agreement.

Time on MCM's channels is available for programming produced or sponsored by Medford residents, or designated representatives from Medford businesses and organizations. Any resident, business, or organization with a valid Medford address may sponsor a Single Program. A Series Program must be sponsored by a Medford resident or active member.

A Program Submission Form for Single or Series programs must accompany media submitted for cablecast. The Cablecast Agreement functions as a contract between the program provider and MCM. Series Cablecast Agreements must be resubmitted once per calendar year as long as the series is active. Formatting and labeling requirements are detailed on the Cablecast Agreement.

MCM staff has the right not to show or stop a program if the audio and/or video signal is below minimum technical standards as determined by those monitoring the channel signal. MCM staff will be consulted before a program is not shown or pulled from the channels.

Program Delivery and Pickup

Programs may be submitted in person between 3:00pm - 8:00pm during normal MCM operating hours. Internet submissions are acceptable, however, arrangements must be made with MCM Staff. Under special circumstances and only by permission of MCM Staff, shows may be mailed to MCM. A Cablecast Agreement and Program Submission Form must accompany all submissions of Single programs. The first episode in a Series must be submitted with a signed Cablecast Agreement and Program Submission Form. All subsequent Series episodes must be submitted at least two business days before their scheduled cablecast and every submission must include a Program Submission Form. Exceptions may be made *only* at the discretion of MCM staff.

For each individual program or Series episode, program providers will have one month from the last cablecast date to pick up their programs. Media will not be returned by mail. Media left at MCM for over a month after the last scheduled play date will become property of MCM. MCM is not responsible for media lost, stolen, broken, or erased while on the premises.

Programs sponsored by Medford residents must be delivered by the local Medford resident who is sponsoring the program. MCM expects the local sponsor to be an active participant in the sponsorship and submission process. Import programs being submitted via online digital transfer are accepted at the discretion of MCM Staff.

Content Responsibility and Liability

The responsibility and liability for program content lies solely with the program provider, that is, the Medford resident or Medford business or organization whose designated representative signs the Cablecast Agreement. MCM, the cable operator, and the City of Medford assume that the program provider has obtained all necessary releases and clearances. The program provider may be asked to furnish proof that proper releases and clearances have been obtained. MCM, the City of Medford, and the cable operator are not responsible for the content of the programming shown on the community cable channels or on MCM's website.

Programming Restrictions

Presentation of the following is prohibited:

- Any advertising intended to promote the use of goods or services
- Any information or promotion of a lottery

- Programming that does not have clearances, releases, or other assurances from copyright holders and/or those appearing in the production
- Programming that falls below minimum technical standards for cablecast. Please see the Cablecast Agreement for information on formatting requirements.
- Programming that does not fall under constitutionally protected speech and raises serious risk of liability on the part of MCM. This may include, but is not limited to: libel, slander, unlawful invasion of privacy, sedition (advocacy of violent overthrow of the government), or obscene material.

Obscene material as determined by the courts is material which:

- to the average person, applying contemporary community standards, taken as a whole, appeals to the prurient interest.
- depicts or describes sexual content in a patently offensive way, and taken as a whole, lacks serious literary, artistic, political or scientific value.

Although commercial advertising is prohibited, programs may include acknowledgment of underwriting by individuals, businesses, organizations or grantors providing monetary or other assistance.

Potentially Objectionable Material

Unlike obscene material, potentially objectionable material may be shown on MCM's channels, but MCM's staff will schedule this material between the hours of 10 PM and 5 AM. It is the responsibility of the program provider who signs the Cablecast Agreement to indicate on that Agreement whether or not a program includes potentially objectionable material.

Potentially objectionable material may include, but is not limited to:

- strong coarse language, intensely suggestive dialogue, or coarse indecent language
- intense sexual situations or explicit sexual activity
- intense or graphic physical violence or degradation
- most forms of nudity
- graphic depiction of medical procedures

Note of clarification for Live Programming: All programming, both live and pre-recorded segments within a live program, is subject to the full set of Programming policies and obligations. Currently, all live programming is scheduled before 8 PM and therefore may not contain any Potentially Objectionable Material.

Note: Any program provider who violates MCM's content guidelines or misrepresents the content of a program on the Cablecast Agreement will receive a written Notice of Violation. A second such offense will result in a second written Notice of Violation and the program will be scheduled between the hours of 10 PM and 5 AM. Scheduling decisions and Notices of Violation for programming infractions may be appealed. Appeals must be made within ten business days of an action by submitting a request, in writing, to the Medford Community Media Station Manager. Within ten business days of receiving a request, the MCM Station Manager will schedule a meeting, which will occur no more than twenty business days after the appeal is submitted. During the appeal process, the program in question will be shown between 10 PM and 5 AM.

MCM has the right to place a disclaimer before, during, and after any program that, as indicated by the program provider or in the best judgment of MCM staff, may be objectionable to cable subscribers. The disclaimer will advise viewer discretion for the program and will indicate that responsibility for the content of the program lies with the program provider and not with MCM, the City of Medford, or the cable provider. If placed during the program such a notice will be as discreet as possible in order to avoid interference with the program content.

Scheduling

MCM staff will program the channels with the goal of presenting a coherent schedule to cable subscribers, building the audience, diversifying programming, distributing channel time equitably, and minimizing technical issues. MCM staff will retain the right to schedule each program in a time slot that is appropriate for its content and likely audience. In the interest of ensuring diversity of programming and equitable distribution of channel time, submissions from a single program provider shall not include more than one non-local Series.

Programs will be scheduled on a monthly basis reflecting the monthly program schedule. Program providers will be notified of their time slots the first time the program is broadcast on MCM Channels. Notification of subsequent timeslots is at the Station Manager's discretion.

Scheduling Priorities

When scheduling MCM's channels, first priority is given to programs produced by MCM Members. Second priority is given to programs produced by Medford residents who are

not MCM Members. Third priority is given to non-local programs. Series and Single programs are considered separately; therefore a locally produced Single submission will not displace a non-local Series. MCM reserves the right to pre-empt all programs for live or special event coverage.

MCM staff will attempt to accommodate all requests and will not exclude any Medford resident from showing a program on the community channels. All programming schedule decisions by MCM staff are final.

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

Series Programming

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.

Time slots: 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 on a calendar-year basis and a Cablecast Agreement must be resubmitted at that time. MCM staff will attempt to provide a renewing Series in the same time slot, 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 MCM Staff. Episodes that have previously played on MCM channels may be re-submitted only after at least six months have elapsed since the original cablecast. Cancellation of a Series time slot may result from a failure to meet the above conditions and is at the discretion of MCM Staff. MCM staff may require four new episodes to be submitted with the renewal of a show previously cancelled due to episodes not being supplied in a timely manner.

Disclosure of Information and Comments

Viewers and Members of the general public may leave comments or ask to be contacted by the program provider and MCM staff will relay that information. The name of a program provider will be provided upon request.

Use of Community Bulletin Board

MCM operates an electronic Community Bulletin Board, which is shown on the channels when no other video programming is scheduled. Events or notices sponsored by non-profit organizations and the City of Medford are listed as space allows, and are generally shown for up to one month, prior to the posted event. MCM gives priority to Medford-related notices, but there is no guarantee that every notice submitted will be shown. Notices sponsored by political campaigns or candidates are not permitted. All other programming restrictions apply to the Community Bulletin Board.

Notices may be submitted by email to info@medfordtv.org, or mail to Medford Community Media, 489 Winthrop Street, Medford, MA. 02155.

Political Campaigning

Political candidates are subject to the same operating procedures as other members of the access channel: everyone in the community has equal access to the facilities and airtime, but there is no equal time rule. Medford Media will set aside enough time during the period before an election to cablecast a reasonable number of election-related programs. It is the responsibility of the candidates or those working on their behalf – not the responsibility of Medford Community Media – to become a member and produce programs. No campaign programming will be cablecast in the 48 hours preceding the opening of the polls. Any program promoting particular candidates or ballot questions must identify who produced, sponsored and/or paid for the production.

Publicity

MCM staff will publicize programs in a variety of ways, including listings on the MCM website and on the Community Bulletin Board. Please consult MCM Staff for deadlines and more information. In addition, program providers are encouraged to consult the staff for guidance in preparing short promotional spots or utilizing other avenues for publicizing their program.

SECTION THREE - VIDEO PRODUCTION

An Access Member wishing to produce a program using MCM's resources for distribution on MCM's channels and website must first attend an Orientation, complete or "test out" (at the Station Manager's discretion) of the required training courses, and submit and have approved a Program Proposal prior to his or her first reservation of facilities.

All Access Members must agree to abide by all MCM policies regarding program ownership, distribution, and subsequent generation of revenues. A signed statement to this effect is required as a part of the Membership Application process.

Unless other arrangements are made, MCM reserves the right to premiere any program produced using MCM's equipment or facilities on the access channels and/or website. MCM may retain a copy of any program produced using MCM's equipment or facilities for unlimited distribution or for promotional purposes. Original media will be returned to its owner upon completion of its scheduled programming.

Production Groups

Production groups may be arranged by MCM staff or by Members. These groups provide a structure for Members to work together to produce content for MCM distribution. Equipment and facility use by Members of the group is subject to the same allowances provided any production.

Significant Non-MCM Use

Access Members producing programs with significant non-MCM use are not guaranteed free use of facilities or equipment. Examples of significant non-MCM use include: a program kept at the library of another institution, used as a submission for a grant, used as a pilot for a non-MCM project, or for city department presentations.

Unfinished Programs

Access Members with outstanding Cablecast Agreements, for which equipment and/or facilities have been used, are not guaranteed the approval of additional Cablecast Agreements. In the event that a Member does not finish his or her program, he or she shall have their membership privileges revoked and files left on the edit server deleted.

Note: Members may not submit a Cablecast Agreement that has a completion date beyond 12 months.

Ownership

The Access Member listed on the Cablecast Agreement as the owner of the program is responsible for the content and distribution of the program. It is the Access Member's responsibility to file an amended Cablecast Agreement if there are any changes in the ownership, copyright, or distribution of the program.

Sponsorship, Underwriting and Credits

- 1. Commercial Advertising is prohibited from the access channels. Access Members cannot use MCM equipment and facilities for the production of commercial content.
- 2. Producers and distributors of programming on the channels are encouraged to find sponsors for their programs, provided that such sponsorship does not constitute commercial use of the access channels. Commercial use includes the promotion or the sale of products or services made available by persons, corporations or institutions. This includes sponsorship by an entity that may have a commercial interest in the subject of the program. Sponsors may be identified as providing grants or contributions to defray the cost of the program. For example, the following is acceptable: "This program has been made possible with the support of" The visual appearance may include the symbol or moving image of the logo of the entity. MCM staff, in advance of scheduling the applicable program, must approve all underwriting credits.
- 3. MCM may solicit and will accept sponsorships of MCM's channels, as well as underwriting of specific programs.
- 4. All programs using MCM facilities, resources, or equipment must credit Medford Community Television (not the initials MCM). The format is at the discretion of the Member, however the credit must be legible and displayed long enough to be read.

Programming/Production By MCM

When MCM produces programming, the organization is responsible for the content and holds the copyright. If MCM is working in collaboration with another organization or with an individual, as with an community event or school production, the control over content and copyright is shared. MCM may solicit underwriting or sponsorship for these programs.

MCM may acquire programming for its channels or website at staff discretion. Programs will be selected on the basis of free or low-cost availability, timeliness, promoting a programming theme, or filling in programming gaps.

Interpretation and Appeals

All appeals of staff decisions shall be heard by the City Solicitor at the direction of the Mayor's Office.

SECTION FOUR - TRAINING, WORKSHOPS and CERTIFICATION

MCM offers Members an extensive training program in multimedia production. Introductory classes are free to non member Medford residents. Class schedules are posted on the MCM website and on the scheduling calendar in the facility.

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

Note: MCM encourages Members to make proposals to teach classes that are not currently offered.

Class Fees

All MCM classes are FREE and class slots are reserved on a first-come, first-served basis. Members may repeat classes at no cost and only if the class allows for the extra space.

If a class is full, Members may ask to be put on a waiting list.

Attendance

Members are expected to notify MCM no later than 10AM of the day of the class by contacting MCM staff via email or by leaving a message in the general voice mailbox if they are not able to attend the class. Those who fail to provide such notification will forfeit their spot in the class and once a Member is 15 minutes late, a person on the waiting list will be allowed to take the open slot.

Cancellation of Classes by MCM

There is a posted minimum enrollment required for each class. If the minimum is not met, MCM *may* cancel the class. Further, MCM reserves the right to cancel classes at any time due to instructor illness, absent students, or at the reasonable request of the instructor.

Certification

Access Members may be certified to use facilities, check out equipment, and take advanced classes by successfully completing the appropriate workshops:

- 1. Beginning Studio, Field, and Edit Equipment Certification:
 - Access Members must attend all sessions of a certification course, complete required hands-on instruction, as well as meet the standards set by MCM staff and instructor.
- 2. Intermediate and Advanced Classes Certification:
 - Access Members who have completed the required prerequisites may enroll in Intermediate and Advanced certification classes.
- 3. Testing Out of Certification Classes:
 - Experienced producers may be certified and bypass classes in studio, field production, and editing by passing a verbal test and a hands-on demonstration of equipment skills.
 - For specific equipment, MCM may require further demonstration of proficiency.

SECTION FIVE - EQUIPMENT RESOURCES

Access Members wishing to reserve equipment must have an approved Program Proposal on file with MCM for each project. For a contract to be reviewed and approved, the Member must have completed or tested out of the required training courses on each facility or type of equipment, and must have fulfilled any other prerequisites and obligations for previous Program Proposals. Three business days are required for approval of Production Contracts.

Access Members may reserve portable production, post-production, or studio production equipment and facilities on a first-come, first-served basis.

Free use of MCM's resources is only available to Access Members producing programs to be cablecast on MCM's channels and website.

Note: Equipment may not be used in hazardous situations that compromise the safety of the users or equipment. Portable equipment may not be used outside of Massachusetts without prior approval of MCM staff.

Reservations

Once the Access Member has received notification of Program Proposal approval he or she may reserve equipment by calling, visiting MCM during its business hours, or use an online reservation system if one is in place. MCM staff will schedule the time for equipment pick-up and return at the time of the reservation. It is recommended that editing and portable production equipment be reserved no less than 24 hours in advance and the studio no less than 7 days in advance. Equipment may not be reserved more than 8 weeks in advance. MCM Staff have the right to decline any studio reservation requested with less than 48 hours in advance of the reservation request.

Equipment must be picked up and returned on time at MCM. If equipment is not returned as scheduled, the Member will receive a Notice of Violation and will jeopardize his or her equipment use privileges.

Equipment Use by Production Type

Equipment allowances help MCM offer facilities to as many Members as possible. The number of equipment or facility uses available for each production is dependent upon the type of contract submitted.

Certification: up to two uses of portable production equipment, one studio use, and ten hours of editing

Single Program: up to four uses of portable production equipment, three studio uses, and forty hours of editing

Series Episodes: the same equipment and facilities allowances as for a Single program per episode; new episodes must be submitted at least monthly.

Once an Access Member exceeds his or her equipment allowance, continued use will be at the discretion of the Station Manager.

Equipment Allowances

Editing

Members may reserve up to three hours per day to edit. If there is additional time in an edit suite available at the time of use, the Member may continue editing, at the discretion of the staff.

Portable Production

Each 24-hour period constitutes one use of portable production equipment. Members reserving two portable cameras for a 24-hour period will be assessed two uses. Members using equipment during days that MCM is closed will not be assessed a use for that day.

Studio

Producers may reserve the main studio and control room during MCM's normal operating hours. Members will be encouraged to reserve a maximum of four hours per day, which will be assessed as one studio use.

Equipment and Facility Use Cancellations

Out of respect for other users, Access Members are encouraged to give at least 24-hours notice when canceling any reserved use of MCM facilities or equipment. If a Member is more than 30 minutes late for a reservation without notification the reservation may be cancelled. A Notice of Violation will be issued if a reservation is not cancelled by 10AM on the date of the intended use.

Insurance and Liability

The Access Member, or his or her parent or guardian, are responsible for any damage to or loss of the equipment. If the equipment is stolen, a police report must be submitted.

Portable Production

At the time of each use, an Equipment Check-Out form must be signed by the Access Member who has signed the Program Proposal ("contracted Member"); that Member, or, if under age, his or her parent or guardian, personally assumes all responsibility and liability for the equipment. That Member may not allow non-contracted or non- Members to use the equipment or facilities reserved for them, *only* the MCM Member can use the

equipment they are certified on. The Member must have the equipment in his or her possession at all times. The reserved equipment may only be signed for by the "contracted Member" and the same Member is expected to return the equipment on or before the designated drop off time.

MCM will assure that all equipment being checked out is in good working order. It is strongly suggested however, that Access Members set up and test the equipment before leaving the building. In the interest of maintaining the equipment in good working order, borrowers are responsible for notifying the staff if there are any problems with the equipment they use. Access Members cannot borrow additional equipment until all previously checked out items have been returned in good working order. Additional equipment such as additional batteries or cables may be checked out for current reservation at the MCM Staff discretion.

In the event that the producer has not been certified to use a particular piece of equipment, a certified Member officially involved in the production may reserve and use that equipment.

Studio Production

Definitions: There are two key people for any shoot, the producer and the engineer. Often, they are the same. The responsibility of the engineer is to be in charge of all technical matters, answering crew questions, balancing cameras, and breaking down the studio. The role of the producer is to take responsibility for reservations, guests, and crew, and to act as contact person for MCM before, during, and after a shoot. For a series production, there *may* be different people filling these roles for different episodes.

It is the Producer's responsibility to arrange for all crew members for his or her shoot. When a studio reservation is made, MCM staff will assume that the Producer will make arrangements for a knowledgeable crew. 100% of the technical crew must be MCM certified Members. The producer, at MCM's discretion, may bring in additional crew but they must become Affiliate Members. If extra assistance is needed, with two weeks notice, MCM staff may be able to identify interns and volunteers to help with a specific shoot. Follow-up arrangements and confirmation are the responsibility of the Producer.

A staff Member will be available to answer questions on an "on call/oversight" basis. If a staff Member is needed to engineer or assist in any other way with the production, arrangements must be made in advance.

Live studio productions must be arranged 14 days in advance with coordination between reserving the studio and receiving approval for channel time from the MCM Station Manager. Reservations, subject to availability, *may* be made closer to the date of the studio use, but only at the discretion of the staff. Live programs, even if started late, must end at the scheduled time due to channel scheduling priority.

General Rules for the Studio

- Do not re-wire, re-configure or bring in equipment without advance permission of a MCM staff person.
- All studio equipment must stay in the studio and cannot be used for remote shoots.
- Smoking, eating, drinking (except for talent as part of the production) are prohibited in the studio and master control room.
- Report any broken or malfunctioning equipment to the MCM staff in charge.
- Studio audience is limited to 20. The producer is responsible for the traffic and questions of guests.
- Reservations are not transferable from one Member to another.
- Crew and talent should not arrive earlier than the time reserved.
- MCM office supplies, furniture, etc, should not be used without permission of staff.
- MCM has no storage space.
- MCM cannot take responsibility for anything left and may throw away any left over materials.
- The curtain and walls are fragile. Do not stick anything to them, move the curtain with clean hands only, and keep all sharp objects away from walls & curtain.
- Cameras shall not be moved onto the set during set-up of lights.
 Whenever the ladder is on the set, the cameras should not be.
- Be careful with the lights. They are heavy and can get hot. Always use the safety chains. It should be the last thing undone when taking a light off, and the first thing attached when putting a light on.
- Never stand on or roll anything over the cables.
- Use only masking tape or gaff tape not duct tape or transparent tape on the floor.
- Do not mark the camera monitors.
- Do not take a camera off of the tripod.

• Leave enough time to strike the set and clean up the studio. See information in studio for placement of equipment.

SECTION SIX - INDIVIDUAL MEMBER RESPONSIBILITY

Members are responsible for the MCM facilities and equipment signed out to them. This includes responsibility for the actions of all guests, assistants, crew and others involved in the member production at MCM facilities. MCM is not responsible for agreements between Members and any other parties.

Violations Of Policy

In order for these policies to be effective and to keep MCM operations running smoothly, a system has been instituted to address violations of policy. There are two levels of violations, major and minor, with corresponding restrictions on a Member's privileges (see 1 and 2 below).

If a staff person believes that a Member is in violation of MCM's policies, he or she will issue a Notice of Violation within 10 business days of the incident. A copy of the Notice of Violation is sent to the Station Manager or designee for authorization and is immediately mailed to the Member's address on file. An additional copy of the Notice of Violation is kept in the Membership files.

- 1. Major Violations may include, but are not limited to:
 - commercial or profit-making use of facilities or equipment
 - misrepresentation of a Member's affiliation with MCM to others
 - falsifying forms or other fraudulent activity
 - taking or reserving equipment without staff permission
 - abuse of equipment, including attempted repair
 - changing the wiring, connections or attaching accessories without staff authorization
 - attempt to install unauthorized software or otherwise alter a computer
 - entering areas posted as off-limits
 - abuse or harassment of staff or other Members

Consequences of major violations will result in an immediate, 90-day suspension of Membership privileges, as listed in Section One. Membership will be revoked if three major violations occur, or at the discretion of the Station Manager due to an egregious violation of Membership privileges.

- 2. Minor Violations may include, but are not limited to:
 - late pick-up or return of equipment without notification or approval
 - violation of MCM's content guidelines or misrepresentation of the content of a program on the Cablecast Agreement
 - careless mishandling of equipment
 - eating, drinking or smoking in designated areas of the facility
 - failure to clean up after using facilities
 - failure to attend a scheduled training session in accordance with Section Four
 - failure to cancel a reservation in accordance with Section Five

Consequences of minor violations will result in the following series of actions within a one-year period:

First Violation: a written warning Second Violation: a written warning

Third Violation: 30-day suspension of privileges in Section One Fourth Violation: 90-day suspension of privileges in Section One Fifth Violation: 1-year suspension of privileges in Section One

All suspensions take effect immediately after authorization by the Station Manager or designee. Any scheduled equipment and facility use will be cancelled. At the discretion of the Station Manager, and in consultation with the Office of Human Diversity, an immediate 30-day suspension may be issued for a minor violation.

For cause, MCM may permanently suspend an individual's Membership privileges or revoke them for a specific amount of time. 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, or commercial or profit-making use of facilities or equipment. Any Member proposed to be removed shall be entitled to 10 business days notice in writing, and notified by mail.

Appeals

If a Member believes that a suspension is unjustified, he or she may initiate an appeal in the following manner:

The Office of Human Diversity will review all appeals. Within 10 business days of receiving a suspension, a Member must contact the Office of Human Diversity, in writing and through the staff, and request a review at the convenience of the Office of Human Diversity. Members may either provide their appeal in writing, or schedule a time to appear before the Office of Human Diversity. MCM will inform the Member of its decision no later than 10 business days after the meeting.

MCM may elect to either uphold the existing suspension, reject the suspension, or limit the suspension to certain areas of privilege. These areas of privilege include:

- All access to MCM's facilities and all Membership privileges
- All Membership privileges
- Use of facilities
- Use of equipment
- Registering for courses

If a Member is unsatisfied with the decision of the Office of Human Diversity, he or she may appeal to the Mayor's Office for review. The Member must request this appeal within 10 business days of receiving the decision from the Office of Human Diversity. The Mayor's Office will notify the Member of its decision within 10 business days.

At the discretion of the Station Manager, in consultation with the Office of Human Diversity, a Member may use the facilities during the appeal process.

Complaints

Members are encouraged to resolve difficulties at the staff level. However, Members may file formal complaints with MCM. The complaint process can be initiated in the following manner:

1. A Member may write a letter to the Station Manager, outlining the problem and suggesting a solution. A response will be sent to the Member within 10 business days.

- 2. If the Member is unsatisfied with the response from the Station Manager, he or she may write a letter requesting either a meeting or a written response from the Office of Human Diversity. The Office of Human Diversity shall respond with a decision no later than 10 business days.
- 3. The Mayor's Office may elect to review an action of the Office of Human Diversity at their discretion.

SECTION SEVEN - OTHER POLICIES and CONDITIONS

Members Contact Information

Provided the Member gives permission, email addresses and phone numbers of MCM Members will be made available to other Members for the purpose of networking, productions, and other MCM business. Provided that the Member gives permission, MCM may make available its mailing list to non-Members.

Note: MCM is not liable for any unauthorized release of names.

Public File

MCM will make available to the public, by appointment during normal business hours, program logs, cablecast request forms, and election-related requests for the previous year. Membership applications, addresses, or member private information will *not* be made available to the public.

Volunteers

MCM relies heavily on the services of volunteers. MCM Members are encouraged to volunteer during and after their training/certification in order to further develop their skills and to help MCM serve the community.

Misrepresentation

Members of MCM must not misrepresent themselves as employees of MCM or as having the ability to speak for MCM. Such action may result in a temporary or permanent suspension of Membership and privileges.

Facility Rules

Access Members are expected to clean up after themselves each time they use the facility.

Eating and drinking are allowed only in the training room and the front reception area.

No smoking. By Medford ordinance, there is no smoking allowed anywhere within Medford High School and MCM.

Animals are not allowed in the building with the exception of seeing-eye dogs or as part of a production.

Props. MCM provides some props and supplies for sets. Members may store props on the premises for no more than 48 hours.

MCM's office supplies, furniture, etc. may not be used for sets and may not be used without permission of the staff.

Right to Refuse

MCM staff reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

Indemnification

Users of the facilities shall indemnify MCM, the cable operator, and the City of Medford and its employees against any and all liability arising from any use of facilities and resources or from breach of the Members Policies.

Interpretation

When the implementation of these policies and procedures are subject to interpretation, decisions shall be at the discretion of the Station Manager or designee.

Denial of Services

MCM has the right to deny membership, access, and other services to any individual or group who has exhibited disruptive behavior at MCM or any other public access center or organization.

Amendments

Amendments to the policies may be generated by the staff, City Solicitor, Mayor's Office, or proposed to the staff then submitted to the Mayor's Office for consideration.



acknowledge that I have read the Mo and Procedures Manual and agree to regulations as stated:	•
Print Name	Signature
	Date