

# **PEABODY TV** MEMBERSHIP POLICIES AND PROCEDURES

2020

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#### THE MISSION

Our mission is to stimulate cultural, artistic, and political expression through the use of video and digital media; to provide a secure forum that will allow the diverse populations of Peabody an avenue to explore the free and open exchange of ideas, and to provide open access to the most current communications technology.

## MEMBERSHIP

Memberships are valid for one year. We now offer Basic and Full memberships at most levels. Basic is for those producers seeking program or podcast airtime only. Full includes access to equipment, facilities, and classes.

Individual Basic: \$15.00 resident/\$25.00 non-resident Individual Full: \$30.00 resident/\$40.00 non-resident Student-Senior Full: \$20.00 resident/\$30.00 non-resident

Business-Non-Profit Basic: \$50.00 Business-Non-Profit Full: \$125.00 \*Membership cost includes access for up to four representative members.

## **CLASSES AND TRAINING**

Peabody TV offers classes in video production, podcasting, photography, and more. Most of our classes are free or offered to our members at a reduced rate. The class schedule is on our website.

Registration is required to attend a class. Peabody TV has the right to cancel classes if there is low enrollment. In the event class is cancelled, Peabody TV will reimburse anyone who paid for registration.

#### **Personalized Training**

Members can contact Peabody TV staff directly to schedule a one-on-one training session.

#### **EQUIPMENT AND FACILITIES**

Full Members in good standing can reserve Peabody TV's equipment and facilities to produce programs that will air on Peabody TV Channel 99.

#### **Equipment Procedures**

Equipment is available on a first-come, first-served basis to Full Members. A minimum of 24- hour notice is required for equipment reservations.

The member is responsible for coordinating pick up and drop off times with Peabody TV staff, and should allow enough time to go over all equipment with Peabody TV staff before signing out.

An adult must accompany members under 18 years of age for both check-in and out unless otherwise arranged by Peabody TV staff. The adult must co-sign the Equipment Usage Agreement.

The person who signs for the equipment is liable for all persons using the equipment on a production.

#### Loss/Damage of Equipment

Members must never leave equipment unattended or in harmful situations. In the event that equipment is damaged or stolen due to negligence and Peabody TV's insurance will cover the claim, the member is responsible for the deductible payment. If insurance is unwilling to cover the claim, the member may be responsible for the repair or replacement.

If equipment is stolen, the member must immediately notify a staff member and file a police report.

#### Studio

Peabody TV staff on duty during a studio production are not part of the crew. Crew position assignments are the responsibility of the member. All studio crew must be trained by Peabody TV staff, or demonstrate proficiency in equipment operation.

Please reserve studio time no less than 2 weeks in advance. Staff will not confirm your reservation unless the production has a technical director and camera operator at minimum. Crew should allow time for set-up and breakdown if applicable.

Crew is prohibited from touching any studio wiring or lighting. Violation will suspend facility privileges and may result in permanent loss of membership.

No food or drink is allowed in the control room.

#### **Editing Facilities**

Members are required to make a reservation for editing time with a Peabody TV staff member. Please reserve editing time at least 48 hours in advance.

The standard time block for members is 4 hours. Additional time may be coordinated with Peabody TV staff. Members must be using the editing facilities for working on their non-commercial program only.

Members may not connect external devices or reconfigure any wiring without the authorization of a Peabody TV staff member. Violation could suspend membership privileges.

It is the member's responsibility to inform the Peabody TV staff when their project is complete and ready to air. Peabody TV staff will export the file appropriately for the channel.

Once the project is complete, Peabody TV has the right to remove the project from the computer. It is the member's responsibility to bring in an external hard drive if they wish to keep their raw footage or project files.

# BROADCASTING

#### **Ownership Rights**

Members own their programs.

Peabody TV has the right to:

- Keep a copy of the program;
- Broadcast the program unlimited times;
- · Distribute the program to other local access centers;
- · Use the program for promotional purposes.

#### Programming

Peabody TV allocates broadcast time on a first-come, first-served basis to all Peabody TV members. Peabody TV maintains the right to limit length and frequency of all programs on the channel.

Peabody TV retains the right to pre-empt programming at any time in order to provide timely local programming, such as live or taped special municipal events, important local debates/forum.

#### **Political Programming**

Peabody TV provides all members equal opportunities for access to training, equipment resources and broadcast time. This includes those residents running for local, state or national public office or those supporting a ballot issue.

Members must follow the Access Rules and Procedures to use Peabody TV's facilities when producing political programs.

#### **CONTENT REQUIREMENTS**

All content produced by members at Peabody TV's facilities must have non-commercial intentions.

#### **Prohibition of Commercials**

Access programming may not contain commercial advertisements. Underwriting or grant acknowledgments may be included, if approved by Peabody TV staff.

#### **Obscene Content**

Producers are solely responsible for the content of their programs. Producers should keep in mind that the FCC has ruled that it is a violation of federal law to air obscene programming at any time.

#### **Indecent and Profane Content**

Producers must inform Peabody TV if the program contains offensive or mature content. Consistent with FCC rules, Peabody TV will air such programming between 10:00 p.m. and 6:00 a.m.

#### Viewer Warning for "Potentially Offensive" Programs

The Viewer Warning below should be included for 30 seconds to 60 seconds prior to start time of the program.

"The following program contains material which may be offensive to some viewers or may be inappropriate for viewing by children. This program content is solely the responsibility of the producer and not Peabody TV or its Board."

#### **TECHNICAL REQUIREMENTS**

Peabody TV accepts digital files (in MP4 or MPG formats) a minimum of 24 hours before the scheduled time slot.

If staff identifies a problem during broadcast, they will make every attempt to complete the cablecast. Staff can terminate the cablecast prior to the scheduled end of the cablecast if the break-up or poor signal quality persists. Peabody TV will not re-air the program until the producer corrects the technical problems.

#### **PROGRAM SCHEDULING**

Peabody TV schedules channel time on a first-come first-served basis. Peabody TV can reject programming if the length exceeds the allotted time slot, is delivered after deadline, or if the quality is deemed unwatchable.

#### COMMUNITY BULLETIN BOARD

Peabody TV is not responsible for content or spelling errors submitted by members. Peabody TV reserves the right, as producer of the Community Bulletin Board, to reject or edit any message.

#### **Public Service Announcements**

Local organizations may submit public service announcements for inclusion on the Community Bulletin Board. Announcements must be relevant to Peabody residents. No commercial or personal announcements, advertising, or direct appeals for funds are allowed (other than fundraising events).

#### **OUTSIDE FUNDING**

Members are encouraged to seek commercial underwriting and/or grants from foundations, government agencies, and/or private businesses to help fund their programs. Please see Peabody TV management for more information regarding outside funding guidelines.

#### **Donor Acknowledgements**

Producers may acknowledge financial support received in the form of an underwriting credit.

The description may:

- · Include product line or services, location, phone number and website;
- · Identify, but not promote, the donor. It must be value neutral and cannot include comparisons or quality judgments;
- · Mention particular products only if necessary for identification purposes.

# **TERMINATION/SUSPENSION OF BENEFITS**

A member's right to use Peabody TV's studio and equipment to produce programming may be suspended or terminated in the following instances:

- · loss or damage to equipment due to negligence;
- · illegal use of drugs/and or alcohol at the centers or on location with equipment;
- misrepresentation to a third party of a community producer's relationship with the Corporation;
- · expired membership;
- $\cdot\,$  hostile or abusive behavior towards staff, producers, or the public while at the Peabody TV facilities or on production location.

When any of the above situations occur, the Executive Director will meet with the member in question to determine if a suspension or termination is warranted. The decision of the Executive Director is final.

#### **GRIEVANCE PROCEDURE**

Members are encouraged to resolve difficulties at the staff level. Any member wishing to appeal an action of the Peabody TV staff, or to communicate a problem or complaint, should communicate with the Executive Director. After receipt of the complaint, the Executive Director will provide a final written decision in 15 days or less.

#### LEASE OF FACILITIES

Peabody TV's production facilities and equipment may be available for lease to members who receive compensation for their program and are thus exempt under Peabody TV policies from free use of the facilities. For rates and other information, visit our website.

# POLICY STATEMENT TO SUPERCEDE PRIOR INCONSISTENT RULES

It is the intent of the Board of Directors that any inconsistent standard, rule or policy be revised or amended as needed. Notwithstanding the foregoing, in the event of conflict between anything herein and federal, state or municipal law, or the Articles of Organization, said federal, state or municipal law and the Articles of Organization shall control.