



LYNN COMMUNITY TELEVISION

181 Union St. Lynn, MA 781-780-9460
www.lynnntv.org info@lynnntv.org

verizon
CHANNELS 37 & 38

Comcast
CHANNELS 3 & 22

PUBLIC & GOVERNMENT ACCESS
TELEVISION FOR LYNN, MA

LYNN COMMUNITY TELEVISION POLICIES AND PROCEDURES

CODE OF CONDUCT

This Code of Conduct was adopted to ensure a safe, healthy and welcoming environment for all Members of Lynn Community Television (“LCTV”). Violation of LCTV’s Code of Conduct may result in restriction of access to LCTV’s equipment, and production facilities. Members have an opportunity to voice their concerns, address complaints, and request a hearing from the Executive Director and Board of Directors.

1. INTERPRETATION: Where the implementation of these Operating Rules and Procedures is subject to interpretation, decisions shall be at the discretion of the LCTV Executive Director or designee.
2. STANDARDS OF PERFORMANCE:
 - a. Proper respect, care, and proper use of Lynn Community Television equipment and facilities must be maintained at all times.
 - b. Smoking is not permitted on the premises.
 - c. Possession or use of illegal drugs, use of alcohol, possession of weapons on Lynn Community Television premises is prohibited.
 - d. No person exhibiting unacceptable behavior will be allowed to operate equipment or remain on the premises. Unacceptable behavior includes, but is not limited to:
 - a. Using or being under the influence of alcohol or drugs.
 - b. Harassment or intimidation of staff, members, guests, volunteers, or board members.
 - c. Abusive language or actions, as reasonably determined by LCTV staff.
 - d. Any act of discrimination on the basis of nationality, race, religion, gender, sexuality, or disability.
 - e. Lynn Community Television telephones and office equipment are for business only. Volunteers may not give out the LCTV phone number for use as an emergency contact, and must obtain staff permission to utilize telephones for personal matters.
 - f. Members and guests must dress appropriately, not inconsistent with a professional work environment.
 - g. Children 14 years or younger must be accompanied by their parent(s) or guardian.
 - h. Time spent at LCTV is to be used for the creation of programming, training, or volunteer services.
 - i. Violation of these rules could result in restrictions from access to and use of LCTV’s premises and equipment, or other remedies and sanctions, deemed reasonably appropriate and in accordance with applicable laws and this Code of Conduct.

3. MISSION STATEMENT:



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Lynn Community Television is a non-profit Lynn-based organization dedicated to providing the Members and the Lynn community with a platform to voice; opinions, news and local information which may not generally be available from commercial or public media. LCTV enables Lynn residents and qualifying Lynn based individuals or entities with the ability to express themselves via cablecast media.

4. FOREWORD:

The local franchising cable licenses between the City of Lynn and its cable providers provide for the funding of a non-profit organization "to provide services to Public, Educational and Governmental Members." LCTV operates as a membership-based, nonprofit 501(c)(3) corporation, with studios and offices located at 181 Union Street, Lynn, Massachusetts, has been designated as the provider of those services since 2015. LCTV offers a public forum for electronic free expression, providing its services on a non-discriminatory basis. Those services include training in television production and related technologies, providing the equipment necessary for producing cable television and web based programming, and administering the programming of two subscriber channels and on associated websites. LCTV also provides additional services that reflect community needs including coverage of local government meetings, community events, local election debates, forums, and neighborhood events. LCTV provides these programs for distribution by the City's cable licensees. Said programs also, at times, available on the LCTV website. The following Operating Rules and Procedures were generated to provide guidelines for LCTV Members and Members to participate in LCTV activities and services.

5. STAFF FUNCTION:

LCTV Staff works to enable Lynn residents and qualifying Lynn based individuals or entities with the tools and knowledge to produce independent media at an affordable cost. LCTV Staff offers Members training and access to equipment. Members who have completed their training class/es are allowed to borrow and utilize LCTV equipment on a first come first serve basis through the full facilitation of LCTV Staff. LCTV's role in public access is to provide citizens with the ability to express themselves as set out herein in accordance with these Rules, Policies and Operating Procedures. LCTV Staff is not a videotaping/editing service. This policy does not preclude LCTV from producing programming of community importance at the discretion of the LCTV Staff. At the sole discretion of the Executive Director LCTV Staff may, but are not required to, assist in the production of any Member produced program. The decision to provide assistance, or not, relies upon LCTV Staff availability, resource availability, program content, project complexity, community importance (etc.).



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Section One MEMBERSHIP

1. MEMBERSHIP TYPES:

a. **Individual** - \$25.00 annually (\$15.00 Seniors & Veterans)

(1 person allowed. 1 Vote Permitted) **Class Completion Required**

An Individual Membership allows Members to take Introduction to Field Production, Introduction to Studio Production and/or Introduction to Post-Production. In these classes, we teach you the basics of our equipment and how to produce your own programming. Upon completion of the course(s), Members can take advantage of our facilities & equipment to produce TV shows, films & more. Members also have the option to take advanced classes which may require a prerequisite course. One advanced class is included annually for free while additional advanced classes carry small fee.

b. **Organizational Sponsorship: Silver, Gold or Platinum** - \$125, \$500, \$1,000 annually

Class Completion Required

(up to 6 people allowed. 1 Vote Permitted)

Students - Free

(1 Person Allowed, 1 Vote Permitted*) **Class Completion Required**

Membership is available free of charge to Lynn students which shall include Lynn residents who are enrolled full-time at a school whether or not the school is located in the City of Lynn, as well as students, regardless of where they reside, who are enrolled full-time in a Lynn school (e.g. Lynn public schools, Kipp Academy, St. Mary's, North Shore Community College Lynn) so long as proof of enrollment is submitted with an anticipated graduation date. Student Members must be 18 years of age. Members under the age of 18 must have a signed Parental or Legal Guardian Consent Form on file with LCTV. Members under the age of 14 must be accompanied by an adult when at the LCTV facility or participating in an LCTV activity. *NO MINOR SHALL HAVE MEMBER VOTERSHIP.

All content created by a Member of LCTV is that Member's property, and may be sent out to other access stations for broadcast by that producer at no cost, expense or liability to LCTV. However, all programs created using LCTV equipment must air on one (or both) of LCTV's stations.



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Section Two

RULES & REQUIREMENTS FOR MEMBERS

1. APPLICATION: The following rules apply to Members
2. MEMBERSHIP REQUIREMENTS: To become a Member of Lynn Community Television, a person or organization must:
 - a. Complete a Membership Application form.
 - b. Provide proof of residency, employer or organization address, college, or school attendance in Lynn.
 - c. Sign the Member/Producer Agreement indicating that they have read and will comply with the LCTV Member Policies and Procedures.
 - d. Pay the required membership fee.
3. RULES: LCTV seeks to provide a safe, secure and welcoming environment for Members, volunteers, staff and guests. Any violence, safety threat, or other threatening, harassing (including verbal, physical, or visual harassment), or disruptive behavior caused by an individual or group will be considered a violation of these policies.
 - a. In order to use LCTV facilities and/or equipment, Members must attend at least one LCTV class, be certified by LCTV for use of the facilities and/or equipment, and be familiar with and agree to comply with these member policies and procedures.
 - b. Members under the age of 18 must have a signed Parental or Legal Guardian Consent Form on file with LCTV. Members under the age of 14 must be accompanied by an adult when at the LCTV facility or participating in an LCTV activity.
 - c. In order to use LCTV equipment, Members must be trained and demonstrate adequate knowledge of equipment and its use to operate that category of equipment, either by attending a class offered or by demonstrating proficiency and being approved by a staff member.
 - d. LCTV facilities and equipment may be used by certified Members subject to availability and prior commitment for its use.
 - e. Programs produced with access equipment and/or facilities must be intended for cablecast by LCTV and may not be used for any commercial purposes.
 - f. Copyrights to all materials produced using LCTV access facilities and equipment remain the property of the Member(s), to the fullest extent allowed by law. Only the Members, as the holder of the copyright, may authorize any other use of a recorded program, except that LCTV may use member-produced video for publicity purposes or awards purposes.
 - g. Members may not falsely represent themselves as employees of LCTV or as having the ability to speak on behalf of LCTV. Such false representation might include (but not be limited to) statements such as "I am producing for LCTV." or "I work at LCTV" A Member may inform interested persons that he or she is "a volunteer community producer, working on my own TV program which I produce at the facilities of Lynn Community Television, LCTV. I am responsible for the entire production", or words to that effect.



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- h. Members are subject to all lawful requirements and restrictions imposed by the City of Lynn Public Schools for entry into a building owned and/or controlled by the Lynn Public Schools. This is including but not limited to all City Buildings managed by the Lynn Government.
 - i. Members shall adhere to these Policies and Procedures and the terms of LCTV's articles of incorporation, bylaws, charitable status requirements, and existing cable licenses of the City of Lynn and other applicable contracts as may be referenced hereinafter by LCTV to members either generally or specifically.
 - j. Violation of these policies and procedures may result in a warning, suspension and/or termination of any Member privileges, or other lawful remedies and/or sanctions. Warnings, suspensions or terminations, or other lawful remedies and/or sanctions will be imposed in accordance with the procedures throughout Section 4: POLICY VIOLATIONS.
4. VOLUNTEER FUNCTION: Anyone of 18 years of age or older can be a volunteer. You do not need to be a Lynn resident to volunteer. Please fill out a Volunteer Registration Form, available at the facility or online. Volunteers are subject to training on equipment prior to working on a production. Volunteers are required to comply with staff requests in order to complete the applicable production in which LCTV Staff requests help for and said volunteer agrees to volunteer for. Volunteers will be given opportunities on a need by need and first come first serve basis. Volunteers are welcome to help in productions so long they are permitted by LCTV Staff, prior to a production. Prior to productions, Volunteers will be contacted either as a group or individually and made aware of the details for potential volunteering opportunities in which they can sign up for, volunteers will be given opportunities as determined by LCTV, including, but not limited to on a need by need basis.
5. INTERN FUNCTION: Internships will span no more than 1 quarter (3months) Individuals may re-apply for internships if they so wish, however any determination regarding further internship periods shall rest with LCTV. No interns shall be paid by or through LCTV unless facilitated and paid for entirely by or through their applicable institution. Interns are required to log and recap their workdays in a journal while staying in accordance with the internship agreement specified by their schools and or department heads in cooperation with LCTV Management. Goals for interns will be developed in coordination with participating institution department heads.
6. INDEMNIFICATION: Members, Co-Producers, Crew, Interns, Talent and Volunteers shall indemnify, defend and hold harmless LCTV and its Board of Directors, officials and employees, the City of Lynn, including its Mayor ("City") and unless otherwise provided in writing by LCTV also Comcast and Verizon New England Inc. against any and all liabilities arising out of use of facilities and resources, or out of compliance with the requirements of these Operating Rules and Procedures. All programs are the sole property and copyright of the Member. As part of the Member/Producer Agreement Form, each Member must agree that they are solely responsible for program content and understand that they own the copyright, if any, to the program and will be solely responsible for its content. Any damages or other liabilities which may be made against any of said indemnities or arise as a result of cablecasting the program submitted by said Member, whether or not the program has been reviewed by LCTV prior to cablecast.

Section Three



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TRAINING AND EQUIPMENT RESPONSIBILITIES

1. REQUIREMENTS FOR TRAINING: LCTV offers its Members an extensive training program in multi-media production. Classes are conducted on an on-going basis. Members may enroll in any class for which they have satisfied the prerequisites; classes for groups can be arranged on an ad hoc basis. A minimum number of participants may be specified for each workshop to be held as scheduled. LCTV encourages Members to request workshops not currently offered or to make proposals to teach workshops in their areas of expertise. Class slots are generally reserved on a first-come, first-served basis. If a class is full, Members may ask to be put on a waiting list. If the minimum enrollment is not met, LCTV may cancel a class. Further, LCTV reserves the right to cancel workshops at any time due to instructor illness, absent students, or at the reasonable request of the instructor.
2. CERTIFICATION & WORKSHOPS: Members can be certified to use facilities, check out equipment, and take advanced workshops by successfully completing the appropriate workshops. Members must attend all sessions of a certification course, and meet the standards set by LCTV staff and instructor. Experienced personnel may be certified and by-pass workshops in studio, field production, and editing by demonstrating proficiency with equipment and/or software. Annual re-certification of certified Members will automatically take place with renewal of membership, so long as the Member has been involved in an LCTV-based production in the previous year of being a Member. LCTV staff reserves the right to request Members to be re-certified in any area if deemed necessary.
 - a. USE OF PORTABLE VIDEO AND AUDIO EQUIPMENT:
 - a. Reservations Equipment reservations may be made up to one month in advance and should be made at least one week in advance. Reservations can be made in person, by phone, or by email. Equipment may be checked out for 48- hour periods during weekdays, or longer periods over weekends and holidays.
 - b. Checking Equipment In and Out at the time of each use: an Equipment Check-Out form must be signed by either the Member who has signed the Production Contract or a listed certified crew member; that Member, or, if under age, his or her parent or guardian, personally assumes all responsibility and liability for the equipment. Equipment must be picked up and returned at the designated times. Failure to return equipment on time may result in a written warning, and multiple violations may result in loss of privileges. LCTV attempts to ensure that all equipment being checked out is in good working order. It is strongly suggested however, that Members set up and test the equipment before leaving the building. Members may borrow additional equipment only when all previously checked out items have been returned in good working order, or with normal wear and tear.
3. USE OF RECORDING STUDIO AND POST-PRODUCTION EQUIPMENT:
 - a. Reservations: Reservations for the studio may be made up to two months in advance. Reservations can be made in person, by phone or by email. Reservations are not final unless confirmed by LCTV staff in person, in writing or by email.
 - b. Crew: All Crew Members must be certified for studio production. No studio production may take place without staff supervision. All Crew Members must be certified for studio production in order to produce a program in the studio, or the scheduled production may not be allowed to shoot.



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- c. Studio Time: Scheduled studio time includes time needed to set up, break down and clean up the studio. For scheduled studio productions, the Member should allow at least one half hour before and after the time needed to tape the actual production for set up and cleanup of the studio. This time is included in the scheduled studio time.
 - d. Props and Sets: Any materials for productions beyond those supplied by LCTV must be supplied by the Member and must be removed after the production. Sets, props and production materials may not be left in the studio without prior authorization from LCTV staff.
 - e. Hard Drives: Members may reserve a Fire-wire hard drive for storing and editing video data, on a first-come, first-served basis, for the length of their production contracts only. These drives may accumulate wear and damage through heavy use. LCTV is not responsible for lost or damaged data on LCTV drives or computers. Members should consider the benefits of purchasing their own Fire-wire drives, if possible.
 - f. Unfinished Programs: Members will be notified when their programs have been inactive on LCTV hard drives for more than 60 days. LCTV may delete from LCTV hard drives any incomplete programs that have been inactive for more than 90 days. Members may supply their own hard drives to avoid LCTV deadlines.
4. **RESPONSIBILITY, LIABILITY AND INSURANCE:** Releases and Permissions Determining and/or obtaining proper written permissions is the responsibility of the Member.
Below are four types of common releases:
- a. Talent Release, which should be used with program guests as well as speakers or performers at events.
 - b. Minor Release, a Talent Release that must be signed by the parent or legal guardian of a minor.
 - c. Materials Release, which is used for obtaining permission to use photographs, video, film or other media which may be copyrighted or owned by others.
 - d. Location Release, when you wish to photograph, videotape or record property which you do not own. Sample release forms are available from LCTV.
5. **FACILITIES AND EQUIPMENT:** Members are responsible for the LCTV facilities and equipment signed out to them, as well as for the actions of their talent, crew, guests, and any others involved with their production. LCTV currently has an insurance policy for the equipment while it is used by Members. Premiums are paid by LCTV and the policy is in LCTV's name. In the event equipment is damaged, destroyed, lost or stolen, the Member must cooperate fully with the LCTV insurance carrier. The Member is responsible for the deductible. In case of theft, in order for the insurance company to honor the claim, the Member is responsible for the following:
- a. A police report must be filed immediately
 - b. Equipment cannot have been left unattended
 - c. Equipment cannot have been left in a car overnight
 - d. There must be proof of forcible entry

In the event LCTV's claim is not honored by its carrier or LCTV does not have an insurance policy providing such coverage, and the Member is found to have failed to take reasonable precautions to protect the loaned equipment, it is the responsibility of the Member to reimburse LCTV for the full



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Section Four

PROGRAM CONTENT

LCTV encourages a range of entertainment and informational programming. The goal is to provide a diversified programming schedule to meet the viewing needs of Lynn cable subscribers.

1. PRESENTATION OF THE FOLLOWING MATERIAL ON LCTV IS PROHIBITED:
 - a. Any material which is libelous or slanderous
 - b. Any material that is obscene or incites violence
 - c. Any material that is commercial in nature
 - d. Any material which is intended to defraud the viewer, or is designed to obtain money by false or fraudulent pretenses
 - e. Any material which provides any advertising of (or information concerning) any lottery, gift enterprise, or similar game or enterprise offering prizes dependent, in whole or in part, upon lot or chance; or any list of prizes drawn or awarded by means of such a lottery, gift enterprise, or scheme, where said list contains any part or all of such prizes
 - f. Any unauthorized use of copyrighted material or publicity rights, and invasion of property
 - g. Any material in violation of FCC regulations or which violates local, state, or federal law.
 - h. Programming that falls below minimum technical standards for cablecasting.
2. PROGRAMMING FROM AN ORGANIZATION: Any Programming from an organization must be authorized by the organization.
3. SAFE HARBOR: Unlike obscene material, potentially objectionable material may be shown on LCTV's channels, but LCTV's staff will schedule this material between the hours of 12am and 3am. It is the responsibility of the program provider who signs the Cablecast Agreement to indicate on that Agreement whether or not a program or a program series includes potentially objectionable material which may include, but is not limited to:
 - a. strong coarse language, suggestive dialogue, or coarse indecent language
 - b. graphic or prevalence of violence or degradation
 - c. most forms of nudity
 - d. graphic depiction of the human body

If a program contains indecent, profane, or other Patently Offensive Content, scheduling of replays within Safe Harbor hours will take effect immediately. Safe Harbor air times can be avoided by editing out such content. If, however, indecent, profane, or Patently Offensive Content cannot be deleted or edited out, LCTV reserves the right to require a disclaimer and viewer advisory to the program and said program is subject to air during LCTV designated Safe Harbor Hours 12am-3am, Sundays through Saturdays. If requested by Members, LCTV will provide Members with notice and a reasonable opportunity to be heard by the Lynn Community Television Board of Directors before requiring editing of program content. The decision of the LCTV Board of Directors on the appropriateness of required editing shall be final.



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4. ELECTION/CAMPAIGN PROGRAMMING: Any certified candidate for public office or ballot issue campaign for which Lynn residents may vote shall be afforded the same rights as a resident of Lynn with regard to access to LCTV facilities and channel time. A sufficient block of time will be reserved during each political campaign season to enable a comprehensive selection of political Programs to be distributed.
- LCTV will offer to assist each such candidate or ballot campaign to produce one promotional piece for play on LCTV's Government channel. LCTV reserves the right to limit the length for each candidate for such programming. Any other Program produced by or for a candidate or campaign may be played under the same conditions and requirements as other Public Access Programming.
 - If LCTV produces a Program which includes a candidate or representative of a ballot question campaign, and the candidate or campaign distributes the Program or representative excerpts elsewhere, such distribution must occur after the initial play on LCTV and must give credit to LCTV for Production.
 - LCTV will attempt to contact each candidate for public office for whom Lynn residents may vote and whose candidacy has been certified to appear on a Lynn ballot with information about how to take advantage of LCTV's facilities.
 - LCTV will provide disclaimer language which must be included in every program promoting a candidate or ballot question.

Nothing herein is intended to provide less access to LCTV facilities and channel time for other political programming.

5. USE OF COMMUNITY BULLETIN BOARD (CBB): LCTV operates an electronic Community Bulletin Board ("CBB") which cycles community announcements on the access channels when no video programming is scheduled. Messages of a non-personal, non-commercial nature, of interest to Lynn residents, may be submitted by Lynn residents, Lynn-based organizations, or the City of Lynn. No commercial announcements, advertising, or direct appeals for funds for commercial purposes will be accepted. However, non-profit fund-raising events or projects may be posted. LCTV staff reserves the right to schedule announcements at LCTV's discretion. LCTV is not responsible for mistakes by the submitting party made on the CBB. LCTV reserves the right, as producer of the CBB, to reject or edit any message. Each message must include the name of the person sponsoring or posting the message. A phone number, website or email address is permitted. All other programming restrictions apply to the CBB. Notices may be submitted via email to info@lynnntv.org. Notices are generally shown for two weeks prior to the posted event. LCTV gives priority to Lynn-related notices. There is no guarantee that every notice submitted will be shown.
6. LIVE CALL-IN PROGRAMMING: If a live program is intended for a general audience, the Member must take reasonable measures to prevent Prohibited Content at any time or indecent, profane, or Patently Offensive Content outside of Safe Harbor hours. As a precaution against the presentation of Prohibited Content, especially regarding issues of libel, slander, obscenity, or threats to public and personal safety, anonymous or unidentified callers are not permitted. All calls must be answered "off-air" so that the Member may obtain the caller's name and telephone number. Members or persons conducting live call-in programs must maintain a log of names and telephone numbers of call-in participants. Callers' names and numbers may be retained as confidential to the Member, unless required by court order or by LCTV Corporation as reasonably necessary for its corporate purposes.



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The responsibility for asserting a right to non-disclosure is upon the Member, and LCTV need not initiate or participate in any such effort. If the recording of a live program contains indecent, profane, or other Patently Offensive Content, scheduling of replays within Safe Harbor hours may be avoided by editing out such content. If, however, indecent, profane, or Patently Offensive Content cannot be deleted, the Member must add a disclaimer and viewer advisory to the program as described above and any subsequent presentations will occur only in Safe Harbor hours. LCTV will provide Member with notice and a reasonable opportunity to be heard by the LCTV Board of Directors before requiring editing of program content. The decision of the LCTV Board of Directors on the appropriateness of required editing shall be final.

- 7. **SPONSORSHIP & UNDERWRITING:** Commercial advertising is prohibited on LCTV channels. Underwriting for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Credit for underwriting should be noted at the beginning and end of all programs as follows, "This program was made possible through the support of..." or, "Goods and services in this program were contributed by..." LCTV credit must still be included. Staff must be informed, in advance, of any such underwriting credits and consulted about the proper form of underwriting credit. LCTV reserves the right to suspend and/or terminate any membership and or access for Members who use additional funding improperly. At no time can a Member receive payments for any type of involvement in the production of a program. Any contracts of sponsor proposals between Members and underwriters must be approved by the Executive Director, prior to submission. This includes sponsorship by an entity that may have commercial interest in the subject of the program. Sponsors may be identified as providing in-kind donations to defray the cost of the program.

LCTV reserves the right to deny cablecasting a program if any of the rules explained above are violated.

Section Five POLICY VIOLATIONS

- 1. **MAJOR VIOLATIONS:** Major violations include, but are not limited to:
 - a. Copyright infringement.
 - b. Possession of illegal substances, drugs, or weapons on the premises of LCTV.
 - c. Misrepresentation of Members affiliation or role with LCTV.
 - d. Commercial or profit making use of LCTV equipment/facilities, unless entered into a rental equipment or received the consent of LCTV's Board of Directors.
 - e. Falsifying forms or giving false information to anyone.
 - f. Unauthorized use of LCTV equipment or facilities, including, but not limited to; unauthorized downloading of software, tampering with, copying or deleting LCTV software or data.
 - g. Abuse of equipment including, but not limited to, broken parts, attempted repair, rewiring, and improper transport.
 - h. Harassment of any kind, threats, intimidation, or abuse of staff, Members, guests, volunteers, or board members.



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- i. Interfering with LCTV's normal operations, on-site or in the field, or at LCTV sponsored activities.
- j. Theft, trespassing, engaging in unlawful acts, or behaving in a lewd, indecent, obscene, or harassing manner and behavior while on Lynn Community TV premises.
- k. Default on payment, refusal to pay reimbursement for the replacement or repair of equipment stolen/damaged that the member was responsible for.
- l. Other activities not legally permitted.
- m. A substantial pattern of multiple violations.
- n. Any act or omission or violation of law which, in the reasonable determination of LCTV's board of directors or executive director, involved as risk to the health, safety, or legal rights of LCTV staff, Member, volunteers, guests, or members or poses a risk of liability for LCTV.
- o. Failure or refusal to act according to the Code of Conduct, including the Member Agreement section and requirements of the Live Call-In Screening Policy.

Major violations may result in, or up to, a 90-day suspension of privileges subject to LCTV reserving the right to impose a longer-term suspension, as determined as fair and reasonable in accordance with these rules and policies. The violator (or parent/guardian of a minor) may also be held responsible for repair and/or replacement charges. Any subsequent major violations may result in the permanent termination of membership, access and or loss of LCTV equipment/facility privileges, or may result in such other sanctions and remedies as deemed reasonable by the staff or board of directors. Terminated Members may request in writing to rejoin, or may be reinstated, but only by an application approved by the LCTV Board of Directors.

2. MINOR VIOLATIONS: Other violations include, but are not limited to:
 - a. Failure to cancel a reservation for equipment or facilities in a timely manner.
 - b. Late pick-up or return of equipment without notification and approval.
 - c. Failure to clean up properly and on time after using facilities.
 - d. Eating or drinking in non-designated areas, such as control room/studio and editing area.
 - e. Smoking in LCTV facilities.
 - f. Using equipment without adequate training.
 - g. Failure to properly acknowledge LCTV in program credits and publically or failure to attach disclaimers or adult content advisories in accordance with LCTV requirements.
3. ENFORCEMENT PROCESS FOR POLICY VIOLATIONS:
 - a. Verbal warning
 - b. Written warning
 - c. Written warning, with one-week suspension of privileges.
 - d. Written warning, with one-month suspension of privileges.
 - e. Written warning, with three-month suspension of privileges.
4. APPEALS OF STAFF DECISIONS: Community Producers, Co-Producers, Crew, Interns, Talent, Volunteers and other LCTV members are encouraged to resolve difficulties on the staff level. Any Member who wishes to appeal a decision of the staff or to communicate a problem or complaint should submit the issue in writing to the Executive Director. The Executive Director will provide a written response within twenty-one (21) days. A member may request a hearing before the LCTV Board of Directors if s/he



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wishes to appeal the response of the Executive Director by so writing the LCTV Board within ten (10) days of the date of the written determination of the Executive Director.

5. **PROCEDURE FOR COMPLAINTS OF VIOLATIONS:** Filing a Complaint- Complaints may originate from Members, staff, or the public. Members are encouraged to resolve difficulties at the staff level. However, any person may file a formal complaint by submission of LCTV's Complaint Form. The complaint should contain sufficient information to enable LCTV to evaluate the complaint and respond appropriately. The complaint should indicate whether LCTV is authorized to disclose the complainant's name to the person(s) named in the complaint ("Respondent(s)").
6. **RESPONSE TO COMPLAINTS ACKNOWLEDGMENT OF COMPLAINT:** Within ten (10) days of receipt of a LCTV Complaint Form, the Executive Director will send the complainant an acknowledgment of receipt of the complaint and request any additional information needed to process the complaint. The Board of Directors will receive copies of the complaint.
7. **REASONABLE NOTICE TO THE RESPONDENT AND OPPORTUNITY TO BE HEARD:** Within ten (10) days of receipt of a written complaint, the Executive Director will send a Notice of Complaint to the Respondent. The notice to the Respondent shall be in writing or via electronic mail. LCTV Board of Directors shall be copied in and given the original complaint for review.
8. **NOTICE OF NO ACTION:** The Executive Director with the approval of the Board of Directors, may decide that a Complaint does not warrant action. LCTV may use preliminary procedures that it deems sufficient to determine how and whether to proceed with the Complaint. If no action will be taken on a complaint a Notice of No Action will be prepared by the Executive Director which will state the reason for not taking action. The Complainant and the Respondent will be sent a copy of the Notice of No Action and no further action will be taken on the Complaint. A copy of documents pertaining to the Complaint will be retained by LCTV. A Complainant may, within ten (10) days of receipt of the Notice of No Action, request, in writing, that the Board of Directors to reconsider the decision. A Complainant may file a new Complaint alleging different which shall be treated as a new Complaint.
9. **PROCEEDINGS:** If further action on a Complaint is to be taken, LCTV shall notify the Respondent of the procedures to be followed. If further action is to be taken, the proceedings shall be consistent with the purpose of assuring the parties an opportunity to present evidence and arguments necessary for a fair and adequate resolution of the Complaint. The hearing will be before either the Executive Director, a hearing panel consisting of members of the LCTV Board of Directors, or a hearing officer appointed by the LCTV Board of Directors. The Executive Director, the Board of Directors or the hearing officer, as applicable, shall use its best efforts to issue a decision in writing within a reasonable period after conclusion of the hearing. The decision shall include a statement of the reasons for the decision, and, if the complaint is sustained, prescribe a remedy and/or sanction, or other appropriate relief that is consistent with these Policies and Procedures. LCTV shall notify the Complainant and the Respondent of the decision.
10. **ADDITIONAL PROCEDURES:** The Executive Director and/or the Board of Directors may, for good cause, vary, modify and/or waive particular procedures enumerated herein, or prescribe additional procedures, as may be reasonable to accomplish the purpose of securing a fair and adequate resolution of the subject of the Complaint.
11. **ALLOCATION OF RESPONSIBILITIES:** The Executive Director and the Board of Directors shall have the following responsibilities with respect to acting on violations and processing complaints:
 - a. **EXECUTIVE DIRECTOR** - The Executive Director has initial responsibility over complaints about Major and Minor Violations involving operational, administrative and technical



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matters. The Executive Director shall not have responsibility over matters involving determinations of compliance with applicable laws; and shall not have responsibility over matters involving termination of membership. The Executive Director has initial responsibility over complaints about Minor Violations and Major Violations described above. The Board of Directors at any time may transfer to itself for further proceedings any matter within the initial responsibility of the Executive Director. The Executive Director may issue temporary orders reasonably required to protect the property of LCTV or its premises or prevent imminent injury to the health and safety of persons with respect to any matters over which the Executive Director exercises initial responsibility. Notice that such an order may be issued and opportunity to be heard shall be provided to affected parties and the Board of Directors in a reasonably timely manner. Temporary orders issued without notice and hearing shall be effective only so long as exigent circumstances require.

- b. BOARD OF DIRECTORS - The Board of Directors has responsibility over complaints that involve content issues and violations for which suspension or termination penalties may be imposed, including but not limited to allegations of illegal conduct. The Board of Directors has responsibility over complaints about Minor Violations and Major Violations described above.
- c. DELEGATION OF TASKS - Notwithstanding the foregoing, the Board of Directors may delegate to the Executive Director or to a committee tasks incidental to processing complaints and violations, including but not limited to assembly of evidence for presentation at a hearing; preparation of preliminary recommendations and findings for consideration at a hearing; ministerial matters; and such other tasks as may be useful in securing a fair and adequate resolution of the subject of the Complaint or violation.