

Community RelationsUse of Education Access Television Channel - Regulations

## Programming

Board of Education programs include, but are not limited to:

1. direct instruction;
2. presentation of school programs;;
3. political discussion or debates sponsored, organized and controlled by school personnel (such activities must be balanced as to content);
4. presentation of school activities, performances, ceremonies or sporting events;
5. meetings and hearings (Such coverage shall be "gavel to gavel" and shall depict all speakers.); and
6. other school-related activities as approved by the Superintendent.

Town government programs include, but are not limited to:

1. town hearings and meetings (such coverage shall be "gavel to gavel" and shall depict all speakers.);
2. Board of Finance and Board of Selectmen meetings (such coverage shall be "gavel to gavel" and shall depict all speakers.);
3. presentation of town activities, performances or ceremonies; and
4. items of community interest. Coverage of such items will be decided on a case-by-case basis and must reflect broad community interest and be of local origin.

All school-related programming broadcast on the Educational Access Channel shall be developed or submitted by school personnel and shall require the approval of the Superintendent or his designee.

Boards of Selectmen and Finance requesting broadcast time and/or production assistance must submit a video broadcast proposal form which must be approved by the Superintendent or his/her designee. The applicant shall have a legally approved motion from his/her board authorizing the proposal. The application shall be submitted at least 5 calendar days prior to the proposed broadcast date. The broadcast shall not exceed 5 consecutive days. The Access User Agreement shall be signed 5 days prior to the proposed broadcast date. The tape(s) developed for broadcast must be of sufficient quality for viewing.

The Board of Education shall use reasonable care with respect to tapes in its possession, but shall have no liability for loss or damage.

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#### Political Issues

Programs designed to introduce candidates for public office shall be in a format that is nonpartisan and shall be sponsored by a nonpartisan organization, such as the League of Women Voters. The appearance of an elected official, in his/her official capacity shall not be considered a political program .

#### Authority

All matters related to the establishment of policy shall rest with the Brookfield Board of Education. All matters regarding the use and implementation of programming for the Education Access Channel, consistent with board policy, shall rest with the Superintendent of Schools or designee(s).

#### Advertising

Advertising shall be limited to product sales, ticket sales, or free events sponsored or approved by the Board of Education.

When local businesses provide financial/material support for programming, only the statement, "Sponsored by (name of agency and/or logo)" shall be permitted.

#### Copyright

All Education Access Channel programming shall abide strictly by copyright laws.

#### Copying

Copies of programs developed by the Board of Education shall be made available upon request at an established rate of \$25.00 per program. This fee may be modified at the discretion of the Superintendent or designee(s). Copies of non-Board of Education programs shall be the responsibility of the owner.

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Facilities/Equipment

The primary function of television production equipment located within the public schools is the education of public school students. This equipment may also be used for the production of the Education Access Channel 17 programming as long as such use does not interfere with the operation of the schools' educational program.

Payment

All expenses for the production of a program, including technical assistance and other work provided by Board of Education personnel, shall be paid for by the sponsoring individual or organization.

Regulations Adopted: 1/19/2000  
For 1<sup>st</sup> Reading Approval: 12/18/02  
Approved: 1/22/03

BROOKFIELD PUBLIC SCHOOLS  
Brookfield, Connecticut

# APPLICATION TO BROADCAST PRE-RECORDED VIDEO

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Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Work \_\_\_\_\_  
Home \_\_\_\_\_

Town \_\_\_\_\_

Department: \_\_\_\_\_

Date of Board's Motion to Broadcast: \_\_\_\_\_

Date of Event: \_\_\_\_\_

1. Purpose of Your Program: \_\_\_\_\_

2. Audience: \_\_\_\_\_

3. Topic: \_\_\_\_\_

For Pre-Recorded Video:

Title of Program: \_\_\_\_\_

Source of Program: \_\_\_\_\_

Producer: \_\_\_\_\_

Director: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Credits Listing Above Information: \_\_\_\_\_

Exact Length: \_\_\_\_\_

Tape Formation: 3/4" Umatic, 5 VHS, VHS, Hi 8mm, 8mm Digital

Access User Agreement Signed and Dated: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Date: \_\_\_\_\_

NOT APPROVED: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCESS USER AGREEMENT

I have read the Brookfield Board of Education's access rules and understand that this application must be submitted 5 days prior to the requested broadcast date. I also understand that a completed Access User Agreement must be submitted 5 days prior to the requested broadcast date. I hold harmless Charter Communications, Brookfield Board of Education and Town of Brookfield and will assume all responsibility as producer and/or program originator for my programming carried on Charter Communications and Brookfield Educational Access Channel 17. I will legally and financially be responsible for any claims made against Charter Communications, Brookfield Board of Education and Town of Brookfield, its owners, officers, and all persons working for Charter Communications and Brookfield Board of Education and Town of Brookfield paid or unpaid. I will pay all legal costs, and other charges arising out of any material I supplied in connection with my Access programming. In addition to the previous section, I will hold harmless Charter Communication, Brookfield Board of Education and Town of Brookfield and assume all liability against Charter Communications and Brookfield Board of Education and Town of Brookfield or any other cable television company transmitting my programming, including reasonable attorney fees, for claims that I violated copyright, trademark, patent, literacy or dramatic rights, or rights of privacy and libel/slander laws. I agree to defend all legal actions arising from use of Access channel and equipment with the aid of counsel and to assume the expense for that defense. Charter Communications and Brookfield Board of Education and Town of Brookfield have the right to participate in that defense and my counsel will cooperate with Charter Communications' and Brookfield Board of Education and Town of Brookfields' attorney/legal representation. I also agree to pick up the program(s) within 15 days of the last cablecast, or arrange for its shipment within that time, at my expense. Charter Communications or Brookfield Board of Education and Town of Brookfield will not pay for any postage of any access program. I also understand that Charter Communications, Brookfield Board of Education and Town of Brookfield are not responsible for damage or loss of any programs submitted for public access cablecast. I also understand that the program tape(s) may be discarded if not picked up after 30 days. Charter Communications and the Brookfield Board of Education and Town of Brookfield reserves the right to modify/alter tape if it does not abide by stated Public Access Rules regarding obscenity, indecency, or advertising. I am also aware that this form will become part of a public file in which any persons, upon request, may view this form.

Date: \_\_\_\_\_  
(Applicants Signature)

Approval: \_\_\_\_\_ Date Received: \_\_\_\_\_

BROOKFIELD BOARD OF EDUCATION  
Brookfield, Connecticut