



# Cambridge Community Television (CCTV) Member Policies Manual

## *Organizational Mission Statement:*

CCTV is a public forum for all Cambridge residents, businesses and organizations.

CCTV provides training and access to telecommunications technology so that all may become active participants in electronic media.

CCTV strives to involve the diverse population of Cambridge as producers and viewers, and to strengthen its efforts through collaborations with a wide variety of community institutions.



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## SECTION ONE ~ ANNUAL MEMBERSHIP

### A. Categories of Membership

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

#### 1. Access Membership

Any Cambridge resident may become an Access Member.

*Access Members may:*

- enroll in any of CCTV's workshops (see the Training section of these policies)
- use CCTV's video equipment and facilities for a specified period of time without charge provided the production is for CCTV's channels (See Section Four ~ Training, Workshops, and Certification p. 15)
- vote in CCTV's elections
- cablecast programming on CCTV's channels
- use computerCENTRAL during Members' hours
- rent CCTV's equipment and facilities
- take advantage of *Easy Access* studio slots that are provided with crew, up to four times each year, for a nominal fee

*Note:* Discounted Access Membership is available for Seniors (65+), Youth (under 21), and Families and those choosing to do volunteer work. (See details Section Eight ~ Volunteers p. 24)

#### 2. Organizational Access Membership

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

Organizational Access Membership fees are determined by the annual operating budget of the organization or business.

*Organizational Access Members may:*

- enroll non-resident employees or those affiliated with the organization as Access Members at a non-residential rate and enroll Cambridge residents at a discounted rate
- schedule specialized training at a reasonable rate
- request coverage of one event per year, for a nominal fee
- take advantage of *Easy Access* studio slots that are provided with crew, up to four times each year, for a nominal fee
- rent CCTV's equipment and facilities at a discounted rate for programming that will not be shown on CCTV's channels

*Note:* An incorporated organization without a Cambridge address may be eligible for Membership if 50% of its service area, constituency, Membership, and events are in Cambridge. Incorporated organizations not meeting these criteria may join CCTV at double the Organizational Membership fee and may rent facilities on a no less than cost basis. (A Rate Card is available.) These organizations may not enroll individual non-resident Access Members.

### 3. Affiliate Membership

Any individual, business, or organization may become an Affiliate Member of CCTV.

*Affiliate Members may:*

- cablecast programming on CCTV's channels (with a Cambridge resident sponsor)
- enroll in Educational Seminars at cost
- use computerCENTRAL during Members' hours
- rent CCTV's equipment and facilities

#### **B. Requirements for Access Membership**

*Definition:* A Cambridge resident is defined as an individual whose principal residence is located in the City of Cambridge. (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 Cambridge 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 Cambridge address is not deemed to be sufficient proof of residency.

2. Paying the current Membership fee, or volunteering for office work in exchange for a discounted Membership (See Section Eight ~ Volunteers p. 24 for further details).

3. Signing and submitting an Access Membership Application and the Agreement With Policies form.

*Note:* All Access Members must attend an Orientation prior to enrolling in workshops or using the facilities, with the exception of computerCENTRAL.

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

#### **C. Interns**

CCTV 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 CCTV staff. Every applicant is not guaranteed acceptance.

#### **D. Program Funders, Sponsors, and Friends of CCTV**

CCTV seeks funding from many sources in order to support its operations. Donations from individuals, foundations, corporations and businesses are tax deductible and are gratefully acknowledged on CCTV's channels, in CCTV's newsletter and in other promotional materials. Donors do not receive any goods or services for their donations, nor do they receive Membership benefits, unless such benefits are part of a special Sponsorship package.

#### **E. City of Cambridge Users**

The City of Cambridge and the School Department automatically receive CCTV Membership. Any employee of the City or School Department wishing to join CCTV as an Access Member may do so at the Organizational Membership rates. 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.

### **SECTION TWO. PROGRAMMING**

By agreement with the City of Cambridge, the community cable channels are administered by CCTV. These channels are provided as a public forum for solely noncommercial speech and are therefore not subject to content regulation by CCTV, the City of Cambridge, or the cable operator. CCTV is content neutral and any content that is considered protected speech under the First Amendment of the US Constitution is permissible on CCTV's channels. As a public forum, CCTV's channels are available to all Cambridge 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 Cambridge resident who provides programming for CCTV's channels takes personal responsibility for the content of that programming by signing the Cablecast Agreement.

#### **A. Submission of Programming**

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

Time on CCTV's channels is available for programming produced or sponsored by Cambridge residents, or designated representatives from Cambridge businesses and organizations. Any resident, business, or organization with a valid Cambridge address may sponsor a Single Program. A Series Program must be sponsored by a Cambridge resident. CCTV regulations require that either the producer or the sponsor of a series program be an Affiliate or Access Member of CCTV.

A Cablecast Agreement for Series or Single programs must accompany media submitted for cablecast. This Cablecast Agreement functions as a contract between the program provider and CCTV. 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.

CCTV 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. CCTV staff will be consulted before a program is not shown or pulled from the channels.

### **B. Program Delivery and Pickup**

Programs may be submitted in person during normal CCTV operating hours. Internet submissions are acceptable, however, arrangements must be made with the Programming Coordinator. Under special circumstances and only by permission of the Programming Coordinator, shows may be mailed to CCTV. A Cablecast Agreement must accompany all submissions of Single programs. The first episode in a Series must be submitted with a signed Cablecast Agreement. All subsequent Series episodes must be submitted at least two business days before their scheduled cablecast. Exceptions may be made *only* at the discretion of CCTV 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 CCTV for over a month after the last scheduled play date becomes property of CCTV. CCTV is not responsible for media lost, stolen, broken, or erased while on the premises.

### **C. Content Responsibility and Liability**

The responsibility and liability for program content lies solely with the program provider, that is, the Cambridge resident or Cambridge business or organization whose designated representative signs the Cablecast Agreement. CCTV, the cable operator, and the City of Cambridge 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. CCTV, the City of Cambridge, and the cable operator are not responsible for the content of the programming shown on the community cable channels or on CCTV's website.

### **D. Programming Restrictions**

Presentation of the following is prohibited:

- Any commercial advertising or programming (except during non-English programming on Channel 22) including:
  - promotion of the sale of any service or product
  - price information
  - commercial calls to action or inducements to buy
  - within permitted programming, contact information must be limited to the name of an individual, business or organization. Addresses, phone numbers, and websites may not be included.
- Programming that does not have clearances, releases, or other assurances from copyright holders and/or those appearing in the production
- Programming that falls below minimal 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 CCTV. 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.

### **E. Potentially Objectionable Material**

Unlike obscene material, potentially objectionable material may be shown on CCTV's channels, but CCTV's staff will schedule this material between the hours of 11 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 BeLive and CCR producers:* All programming, both live and pre-recorded, is subject to the full set of Programming policies and obligations. Currently, all live programming is scheduled before 11 PM and therefore may not contain any Potentially Objectionable Material.

*Note:* Any program provider who violates CCTV's content guidelines or misrepresents the content of a program on the Cablecast Agreement will receive a written Notice of Violation (see Section Six ~ Violations of Policy p. 20). A second such offense will result in a second written Notice of Violation and the program will be scheduled between the hours of 11 PM and 5 AM. Scheduling decisions and Notices of Violation for programming infractions may be appealed to CCTV's Programming and Policies Committee, consisting of representatives from the CCTV Board of Directors, staff, and Members Advisory Committee. Appeals must be made within ten business days of an action by submitting a request, in writing, to the Committee. Within ten business days of receiving a request, the Committee will schedule a meeting, which will occur no more than twenty business days after the appeal is submitted. Decisions of the Committee may be appealed to the full Board of Directors by submitting a request, in writing, within ten business days of the Committee's decision. The Board will consider the appeal at its next scheduled meeting. During the appeal process, the program in question will be shown between 11 PM and 5 AM.

CCTV 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 CCTV 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 CCTV, the City of Cambridge, 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.

#### **F. Scheduling**

CCTV 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. CCTV 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 in a timely manner (usually one to two weeks after submission). Program providers will be notified of their timeslots the first time the program is broadcast on CCTV. Notification of subsequent timeslots is at the Programming Coordinator's discretion.

#### **G. Scheduling Priorities**

When scheduling CCTV's channels, first priority is given to programs produced by CCTV Members. Second priority is given to programs produced by Cambridge residents who are not CCTV 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. CCTV reserves the right to pre-empt all programs for live or special event coverage.

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

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

#### **H. BeLive and Cambridge Community Radio Programming**

BeLive and Cambridge Community Radio (CCR) are live, interactive programming formats provided by CCTV for Cambridge residents, organizations, and businesses to produce programming. Any Cambridge resident may use BeLive or CCR once at no cost; only Access Members may produce BeLive or CCR series.

A BeLive or CCR slot may be requested by submitting a BeLive or CCR Agreement, which includes all of the rules and procedures related to BeLive and CCR programming *and indicates that the program provider consents to these rules and procedures*. The Programming Coordinator will set up a training session with the producer prior to scheduling a slot.

BeLive and CCR series are renewable on an annual basis and a BeLive or CCR Agreement must be resubmitted. Annually, CCTV staff will attempt to provide a renewing BeLive or CCR program the same time slot, however, the same time slot is not guaranteed. BeLive and CCR series are subject to cancellation if the producer consistently misses shows. Please see the BeLive and CCR Agreements for more information.

BeLive and CCR programs are subject to the same restrictions as other programming on CCTV's channels. However, due to the time slots available for the production of live programming, potentially objectionable content is prohibited during BeLive and CCR slots. Any BeLive or CCR producer who violates CCTV's content guidelines or misrepresents the content of a program on the BeLive Agreement or CCR Agreement will receive a Notice of Violation (see Section Six ~ Violations of Policy p. 20). A second such offense will result in cancellation of the live program.

### **I. 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. CCTV staff will attempt to provide a renewing Series 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 the Programming Coordinator. Episodes that have previously played on CCTV 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 the Programming Coordinator. CCTV staff may require four episodes to be submitted with the renewal of a show previously cancelled due to episodes not being supplied in a timely manner.

### **J. Disclosure of Information and Comment**

CCTV shall maintain a viewer response line at 617. 661.6900, option 6. Viewers and Members of the general public may leave comments or ask to be contacted by the program provider and CCTV staff will relay that information. The name of a program provider will be provided upon request.

### **K. Copies of Cablecast Programs**

If a viewer requests copies of a program, CCTV staff will contact the producer for permission, and if permission is granted will provide copies for a reasonable fee.

## **L. Use of Community Bulletin Board**

CCTV 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 Cambridge are listed as space allows, and are generally shown for one week, prior to the posted event. CCTV gives priority to Cambridge-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 [bulletinboard@cctvcambridge.org](mailto:bulletinboard@cctvcambridge.org), fax to 617-661-6927, or mail to CCTV, 675 Massachusetts Avenue, Cambridge, MA. 02139.

## **M. Political Campaigning**

Political candidates are subject to the same operating procedures as other program providers for CCTV's channels. Everyone in the community has equal access to the facilities and channel time. There is no equal time rule for cable television.

It is CCTV's responsibility to provide an open political forum. CCTV considers election programming to commence with certification of candidates for the ballot and to end on Election Day. Within two weeks of certification, all candidates on the local and county ballot will receive notice of CCTV's policies and availability of resources. CCTV has no responsibility to produce programming for candidates simply because another candidate requests resources. It is the responsibility of the candidates or those working on their behalf to submit programming, or to become Access Members and produce programs to be shown on CCTV's channels.

## **N. Publicity**

CCTV staff will publicize programs in a variety of ways, including listings on the CCTV website, in the Cambridge Chronicle, Cambridge TAB, and on the electronic Community Bulletin Board. Please consult the Programming Coordinator 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 CCTV's resources for distribution on CCTV's channels and website must first attend an Orientation, complete or "test out" (See Section Four ~ Certification p. 16 for further details) of the required training courses, and submit and have approved a Program Production Contract prior to his or her first reservation of facilities. Please allow up to 3 business days for review and approval of Program Production Contracts.

All Access Members must agree to abide by all CCTV 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, CCTV reserves the right to premiere any program produced using CCTV's equipment or facilities on the access channels and/or website. CCTV may retain a copy of any program (except those for which Commercial Rates were charged) produced using CCTV's equipment or facilities for unlimited distribution or for promotional purposes. CCTV retains no rights to programming for which commercial rates were paid in the use of CCTV's production facilities and equipment. Original media will be returned to its owner upon completion of its scheduled programming.

#### **A. Costs**

There are 3 tiers of costs related to equipment and facility use. The applicable tier will be established by staff upon approval of the Production Contract.

##### **Tier One: Free Facility Use**

Access Members producing programming intended primarily for distribution on CCTV's channels and other electronic platforms shall receive a predetermined amount of free facility use (see Section Five of these Policies for Equipment Allowances for each type of Production Contract). Free use of facilities and equipment is also extended to Organizational Access Members when the only compensation the individual receives is their salary (not including contractors working on specific grants). CCTV Access or Organizational Members may not receive free use of equipment or facilities if the program has commercial intent or if payment in any form is intended, or will be received at a later date, for the program.

##### **Tier Two: Discounted Rate Facility Use**

Access Members producing programming of a non-commercial nature who are receiving funding from grants, donations, sponsorships, etc, or Organizational Access Members producing programming as an extension of their operations may be eligible for a Discounted Rate for equipment and facility use. To be eligible for the Discounted Rate, programming must be submitted for distribution on CCTV's channels and other platforms.

Any proposal or application for funding that specifically names CCTV as a participant must be approved in advance. Otherwise, CCTV is not responsible for situations in which assumptions regarding use of CCTV's facilities are made.

The standard discounted rate is 25% of the Commercial Rate, but may be adjusted at the discretion of CCTV staff.

##### **Tier Three: Commercial Rate Facility Use**

If any form of payment is being received for the production of a program, or a program is not intended for distribution on CCTV's channels or electronic platforms, the Commercial Rate will be charged, on an hourly or daily basis, for the use of CCTV facilities and equipment.

*Eligibility:* Access Members are eligible for Free or Discounted Facility Use; Access and Affiliate Members are eligible for the Commercial Rate. A Rate Card is available for all equipment and facilities rentals.

*Retroactive Payment Structure:* Any program produced at a free or Discounted Rate that generates funding in the future or compensation by way of festivals, grant applications, contests, or sale may be charged retroactively at a rate to be determined by CCTV's staff. CCTV Members who are transferring 100% ownership of a program produced with CCTV equipment or facilities are also be required to pay the Commercial Rate for equipment and facility use for the production of the program, even if no payment from the transfer of ownership will be received (see Section Three ~ F. Ownership p. 13).

### **B. Production Groups**

Production groups may be arranged by CCTV staff or by Members. These groups provide a structure for Members to work together to produce content for CCTV distribution. One Access Member from the production group may be designated to submit a Production Contract for the group. Equipment and facility use by Members of the group is subject to the same allowances provided any production (see Section 5).

### **C. Easy Access/Event of the Week**

On a limited basis for Organizational and individual Access Members, CCTV will, for a nominal fee of \$35, make available studio time and crew for the production of a simple program which can be completed within 2 hours with no more than 5 hours of editing. Members may take advantage of Easy Access up to four times per year. Additional edit time may be purchased at the Discounted Rate.

On a limited basis, for a nominal fee of \$35, CCTV will make available to Organizational Members portable equipment and crew to produce a program in the field. Programs must be of an event nature, require no more than 10 hours of editing, and be shot within 4 hours. Organizational Members may take advantage of the Event of the Week one time per year. Additional edit time may be purchased at the Discounted Rate.

### **D. Significant Non-CCTV Use**

Access Members producing programs with significant non-CCTV use are not guaranteed free use of facilities. Examples of significant non-CCTV 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-CCTV project, produced for broadcast or commercial channels, or sample reels produced for potential employment.

If there is significant non-CCTV use, the program may be evaluated and assessed equipment and facility rental charges.

## **E. Unfinished Programs**

Access Members with outstanding Production Contracts, for which equipment and/or facilities have been used, are not guaranteed the approval of additional Production Contracts. A maximum of up to three months additional time beyond a Contract's due date will be permitted, at the discretion of the staff. In the event that a Member does not finish his or her program, he or she shall be assessed and billed for equipment and facility use at the Discounted Rate.

Access Members will be given a 2-month notice prior to the expiration of their Membership to complete any outstanding Production Contracts or renegotiate the terms of their Production Contracts subject to the above paragraph.

*Note:* Members may not originate contracts that have a completion date beyond 12 months.

## **F. Ownership**

The Access Member listed on the Production Contract 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 Production Contract if there are any changes in the ownership, copyright, or distribution of the program.

The following are general guidelines in the event that an entity or individual other than the Access Member is listed on the Program Production contract as co-owner, or owner, or if there is a change in the ownership:

### **Transferring Ownership to an Access Member**

The Access Member may list or transfer up to 100% of his or her ownership, copyright or distribution rights to any CCTV Access or Organizational Access Member and not be liable for reimbursement to CCTV. The Access Member accepting ownership of the program agrees to all CCTV policies regarding payment for equipment and facility use. If funds less than \$5,000 for a single program or \$7,500 for a series program are involved as part of the transfer or future income is generated from the program, CCTV shall be reimbursed at the Discounted Rate for equipment and facilities used. If funds over \$5,000 for a single program or \$7,500 for a series program are involved as part of the transfer or future income is generated from the program, CCTV shall be reimbursed at the Commercial Rate for equipment and facilities used. Payment shall be in a lump sum and not as a percentage of revenues.

### **Transferring Ownership to a Non-Member**

The Access Member may list or transfer full or partial ownership, copyright, or distribution rights of their program to any non-Member. If the program is a co-production with another access center or non-profit video production facility, the ownership, copyright, or distribution rights may be shared on a pro-rata basis (at a figure to be determined based on a dollar value of equipment use at the Commercial Rate at CCTV--for example, if \$10,000 of equipment was used, and only \$6,000 was from CCTV, no more than 40% of ownership may be transferred). If more than the pro-rata percentage or more than 49% is transferred, with or without payment,

CCTV shall be reimbursed and the Access Member may be charged at the Discounted Rate. If gross revenues exceed \$5,000 for a single program or \$7,500 for a series program, or 100% ownership is transferred, payment for equipment and facilities use shall be at the Commercial Rate. Payment shall be in a lump sum and not as a percentage of revenues.

### **G. Sponsorship, Underwriting and Credits**

1. Commercial Advertising is prohibited from the access channels. In accordance with an agreement between CCTV and the cable provider, commercials are allowed on Channel 22 for foreign language programming only. Access Members using CCTV equipment and facilities for the production of commercials will be charged the commercial rate.

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. CCTV staff, in advance of scheduling the applicable program, must approve all underwriting credits (See Section Three ~ Costs p. 11 for further details, regarding costs, apply to underwriting and sponsorships).

2. CCTV may solicit and will accept sponsorships of CCTV's channels, as well as underwriting of specific programs.

3. All programs using CCTV facilities, resources, or equipment must credit Cambridge Community Television (not the initials CCTV). The format is at the discretion of the Member, however the credit must be legible and displayed long enough to be read.

### **H. Programming/Production By CCTV**

When CCTV produces programming, the organization is responsible for the content and holds the copyright. If CCTV is working in collaboration with another organization or with an individual, as with an Event of the Week or Easy Access, the control over content and copyright is shared. CCTV may solicit underwriting or sponsorship for these programs.

CCTV 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.

### **I. Production Services for Hire/Equipment and Labor**

CCTV may be contracted by Organizational and Access Members to produce commercial or non-commercial programs. CCTV's equipment is also available for rental. See the Rate Card for details. In the event of equipment failure, the user will not be charged for down time.

However, if the user is being paid by an outside agency, CCTV cannot be held responsible for labor charges.

## **J. Interpretation and Appeals**

All appeals of staff decisions in this section shall be heard by a joint meeting of the Membership and Policies Committees of the Board of Directors.

## **SECTION FOUR ~ TRAINING, WORKSHOPS and CERTIFICATION**

CCTV offers Members an extensive training program in multi-media production. A free Orientation session is required for Members prior to enrolling in any of CCTV classes. Class schedules are posted on the CCTV website, in the newsletter and on the scheduling calendar in the facility. Schedule brochures and special flyers are available at CCTV. Workshops are conducted on an on-going basis and new schedules are announced quarterly.

Access Members may enroll in any workshop for which they have satisfied the prerequisites; Affiliate Members are eligible to enroll in Educational Seminars only. 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:* CCTV encourages Members to make proposals to teach classes that are not currently offered.

### **A. Class Fees**

Class slots are reserved on a first-come, first-served basis, upon payment being received by CCTV. Access Members annually receive a voucher toward workshop fees. Once the voucher has been exhausted, payment for classes must be made at the time of enrollment. Affiliate Members must pay for classes at the time of enrollment. Access Members may arrange to do volunteer work in lieu of paying class fees (See D. Volunteer Opportunities). Class fees will be held until the class convenes and are refundable if CCTV cancels the class, or if a Member notifies CCTV of inability to attend by 10 AM the day of the first session. Members may repeat classes at half price.

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

### **B. Attendance**

Members are expected to notify CCTV no later than 10AM of the day of the class 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 the class fee and receive a Notice of Violation (see Section Six ~ A. Violations of Policy p. 20 for more provisions on Notices of Violation). Once a Member is 15 minutes late, a person on the waiting list will be allowed to take the open slot.

### **C. Workshop Textbooks**

CCTV has designed textbooks of workshop materials for use by Members. Textbooks may be purchased for the cost of materials (copying) or borrowed by leaving a deposit equal to that cost. The deposit will be held for one month after which the deposit will be forfeited.

### **D. Volunteer Opportunities**

Access Members may offer to volunteer in lieu of paying class fees; volunteer hours must be completed prior to the beginning of the class. Just as with all cancellations of class attendance, Members canceling by 10AM the day of the class will be credited for their volunteer hours. Members who do not cancel and do not show up for a class will forfeit those volunteer hours.

### **E. Cancellation of Classes by CCTV**

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

### **F. 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 and written tests, as well as meet the standards set by CCTV staff and instructor.
2. **Intermediate and Advanced Classes Certification:** Access Members who have completed the required pre-requisites may enroll in Intermediate and Advanced certification classes.
3. **Testing Out of Certification Classes:** Experienced producers may be certified and by-pass classes in studio, field production, and editing by passing a written test and a hands-on demonstration of equipment skills. Access Members cannot test out of classes for technical directing and engineering. For specific equipment, CCTV may require further demonstration of proficiency.

## **SECTION FIVE ~ EQUIPMENT RESOURCES**

Access Members wishing to reserve equipment must have an approved Production Contract on file with CCTV 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 pre-requisites and obligations for previous Production Contracts. 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 CCTV's resources is only available to Access Members producing programs to be cablecast on CCTV's channels and website. (See Section Three ~ Costs p. 11 for further details for information about programming not intended for cablecast or web-cast).

*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 CCTV staff and acceptance of the insurance co-payment option.

#### **A. Reservations**

Once the Access Member has received notification of contract approval and a contract number, he or she may reserve equipment by calling or visiting CCTV during its business hours. CCTV 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.

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

#### **B. Equipment Uses by Production Contract Type**

Equipment allowances help CCTV 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 Contracts: up to two uses of portable production equipment, one studio use, and ten hours of editing

Single Program Contracts: 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, facilities and equipment may be rented at a discounted rate. Access Members may exchange volunteer office or video work in lieu of payment. Volunteer hours may be accrued at the discretion of the staff and must be completed in advance of a reservation.

### **C. Equipment Allowances**

#### Editing

Members may reserve up to five 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 CCTV is closed will not be assessed a use for that day.

#### Studio

Producers may reserve the master studio and control room during CCTV'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.

### **E. 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 CCTV 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.

### **F. 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. There is a \$250 deductible for damage to CCTV's portable equipment and a \$1000 deductible for studio equipment for which the Member is responsible. There is an option to reduce this deductible by half if the Member chooses to make a \$5 insurance co-payment at the time of check out. This option is *not* available *after* the damage has occurred.

### **G. Portable Production**

At the time of each use, an Equipment Check-out and Insurance Release form must be signed by the Access Member who has signed the Program Production Contract ("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 allow non-contracted or non-Members to use the equipment or facilities reserved for them, *only* as long as he or she is present. 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.

CCTV 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.

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.

## **H. 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 CCTV 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, CCTV staff will assume that the Producer will make arrangements for a knowledgeable crew. At least 50% of the crew must be CCTV certified Members. The producer, at CCTV's discretion, may bring in additional crew but they must become Affiliate Members in order to be covered by CCTV's insurance. If extra assistance is needed, with two weeks notice, CCTV 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 Programming Coordinator. 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**

1. Do not re-wire, re-configure or bring in equipment without advance permission of a CCTV staff person.
2. All studio equipment must stay in the studio and cannot be used for remote shoots.
3. Smoking, eating, drinking (except for talent as part of the production) are prohibited in the studio and master control room.
4. The conference room may be reserved along with a studio shoot.
5. Report any broken or malfunctioning equipment to the CCTV staff in charge.
6. Studio audience is limited to 25. The producer is responsible for the traffic and questions of guests.
7. Reservations are not transferable from one Member to another.
8. Crew and talent should not arrive earlier than the time reserved.

9. CCTV office supplies, furniture, etc, should not be used without permission of staff.
10. CCTV has no storage space. CCTV cannot take responsibility for anything left and may throw away any left over materials.
11. 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.
12. 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.
13. 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.
14. All scrims, gels, mics, etc. should be returned to the cabinet when done.
15. Never stand on or roll anything over the cables.
16. Use only masking tape--not duct tape or transparent tape on the floor.
17. Do not mark the camera monitors. Do not take a camera off of the tripod.
18. 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 CCTV facilities and equipment signed out to them. This includes responsibility for the actions of guests, assistants, crew and others. CCTV is not responsible for agreements between Members and any other parties.

### **A. Violations Of Policy**

In order for these policies to be effective and to keep CCTV 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 CCTV's policies, he or she will issue a Notice of Violation within one week of the incident. A copy of the Notice of Violation is sent to the Executive Director 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 without prior notification
  - misrepresentation of a Member's affiliation with CCTV 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.

2. Minor Violations may include, but are not limited to:

- failure to attend a scheduled training session in accordance with Section Four
- failure to cancel a reservation in accordance with Section Five
- late pick-up or return of equipment without notification or approval (See Section Five ~ Equipment Resources p. 17)
- violation of CCTV’s content guidelines or misrepresentation of the content of a program on the Cablecast Agreement, BeLive Agreement or Cambridge Community Radio Agreement (See Section Two ~ Programming p. 5)
- careless mishandling of equipment
- eating, drinking or smoking in designated areas of the facility
- failure to clean up after using facilities

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 Executive Director or designee. Any scheduled equipment and facility use will be cancelled. At the discretion of the Executive Director, and in consultation with the Membership Committee of the Board of Directors, an immediate 30-day suspension may be issued for a minor violation.

For cause, upon a 2/3<sup>rd</sup> vote, the Board of Directors may vote to 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 without prior notification to CCTV. Any Member proposed to be removed by a Board vote shall be entitled to 10 days notice in writing, by mail, of the meeting at which this vote will take place. This individual is entitled to appear before and be heard by the Board at this meeting prior to the vote taking place.

## **B. Appeals**

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

The Membership Committee, which meets monthly, will review appeals at its regular meeting. Within 10 days of receiving a suspension, a Member must contact the Membership Committee, in writing and through the staff, and request a review at the Committee's next regular meeting. Members may either provide their appeal in writing, or appear before the Committee. The Membership Committee will inform the Member of its decision no later than 2 days after meeting.

The Membership Committee 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 CCTV's facilities, including commercial rentals
- All access to CCTV's facilities and all Membership privileges
- All Membership privileges
- Use of facilities
- Use of equipment
- Registering for courses
- Production of BeLive! Or CCR shows

If a Member is unsatisfied with the decision of the Membership Committee, he or she may appeal to the Board of Directors for review. The Member must request this appeal within 1 week of receiving the decision from the Membership Committee. The Board may elect to review this decision at their next regular meeting, and the Member may attend. The Board will notify the Member of its decision within two days.

At the discretion of the Executive Director, in consultation with the Membership Committee, a Member may use the facilities during the appeal process.

### **C. Complaints**

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

1. A Member may write a letter to the Executive Director, outlining the problem and suggesting a solution. A response will be sent to the Member within 10 working days.

2. If the Member is unsatisfied with the response from the Executive Director, he or she may write a letter requesting either a meeting or a written response from the Membership Committee during its next regular meeting. The Committee shall respond with a decision no later than 2 days after the Membership Committee's regular meeting.

3. The full Board of Directors may elect to review an action of the Membership Committee at their next regular meeting.

## **SECTION SEVEN ~ INSURANCE**

### **A. Equipment Insurance**

CCTV's equipment and facility insurance covers Members' liability for damage and theft. In the event that equipment is stolen or damaged while being used by a Member, and the insurance company agrees to honor the claim, the Access Member is responsible for the \$250 deductible payment. CCTV will cover half of the \$250 deductible for any user who elects to pay a \$5 self-insurance fee per use of portable, studio, or editing equipment, at the time of check-out. Access Members are required to pay the \$5 self-insurance fee for any shoots outside of Massachusetts.

In order for the insurance company to honor a claim in the case of theft:

1. a police report must be filed
2. equipment cannot have been left unattended
3. there must be proof of forced entry, and
4. equipment must not have been left in a car overnight

*Note:* In the event the insurance company does not honor a claim, it is the responsibility of the Access Member to reimburse CCTV for the full replacement value.

### **B. Personal Liability Insurance**

CCTV Members working on their own field productions are not covered by CCTV's public liability coverage. CCTV Members injured while working on their own studio productions are covered for medical expenses up to \$5,000. Members injured while working on CCTV-sponsored field or studio productions are fully covered by CCTV's public liability insurance.

*Note:* A Member of the general public who is injured on a CCTV-sponsored field production or in any studio production is covered by CCTV's public liability insurance.

## **SECTION EIGHT ~ OTHER POLICIES and CONDITIONS**

### **A. Media Sales**

In order to raise funds and for the convenience of Members, CCTV sells new media. CCTV does not guarantee that media is sold at a competitive rate, nor is CCTV responsible for defective media.

### **B. Copies of Programs**

Members are permitted to use the Transfer Room to make 1 copy of their program for personal use at no charge. CCTV will make additional copies for a fee, or Members may rent the Transfer Room for additional time. Please consult the Rate Card or Duplicating Form for charges.

### **C. Members Contact Information**

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

On a limited basis, and for the purposes of production or other CCTV-related business, Members may communicate with other Members via CCTV's electronic or postal mailings. For postal mailings, Members must provide the materials to be mailed and assistance with the mailing. Materials to be distributed require previous approval and will be included at the discretion of CCTV. Members are encouraged to use the message boards on the CCTV website.

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

### **D. Public File**

CCTV 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 donor information will *not* be made available to the public.

### **F. Volunteers**

CCTV relies heavily on the services of volunteers. CCTV Members are encouraged to volunteer during and after their training/certification in order to further develop their skills and to help CCTV serve the community. Members wishing to volunteer in lieu of payment for classes or equipment may do so at a rate of \$10 per hour.

In order to be eligible for discounts on classes or Membership, Members must have signed up in advance for a volunteer credit at the time they requested the discount. Volunteer time must be accrued before it can be 'spent'. The volunteer hours will be forfeited if a Member does not attend the class for which they were applied, unless they have canceled by 10AM on the day of the class (See Section Four ~ Training, Workshops and Certification p. 15) .

### **F. Misrepresentation**

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

### **G. 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 Cambridge ordinance, there is no smoking allowed anywhere within CCTV.

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

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

Fax machine. Members may receive faxes related to a CCTV production. Members may not send faxes using CCTV's fax machine.

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

#### **H. Right to Refuse**

CCTV 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.

#### **I. Indemnification**

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

#### **J. Viewer Response Line**

CCTV has a viewer response line. Viewers may call 661-6900 extension 6 to make a comment about a program.

#### **K. Alcohol on the Premises**

Alcohol may only be consumed at CCTV with the advance permission of the CCTV staff. The person requesting permission shall request it in writing no less than 48 hours prior to the intended use. The request shall include the number of people, amount and type of alcohol to be consumed, whether or not minors will be present, and at what point in the production alcohol will be consumed. Permission is given at the sole discretion of CCTV staff.

#### **L. Interpretation**

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

#### **M. Denial of Services**

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

#### **N. Amendments**

Amendments to the policies may be generated by the staff, Board of Directors, or MAC, or proposed to the staff then submitted to the Board and MAC for consideration. The MAC will be

given ample opportunity to comment prior to final consideration by the Board of Directors. The Board of Directors will approve amendments. Access Members will be notified of any changes via email, the website, and in the facility. All significant proposed changes will be made available to Access Members for a 2-week comment period. CCTV cannot guarantee to grandfather any policies.