



**Operating Rules & Procedures**

**APPROVED AT THE MAY 22, 2018 MEETING OF THE CTSB  
BOARD OF DIRECTORS**

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## Introduction

### **CTSB-TV**

Channels 1301, 1302, 1303 South Lee, MA

Welcome to the experience of Community Television for the Southern Berkshires. We are located in South Lee, with broadcast service to the citizens of Great Barrington, Lee, Lenox, Sheffield and Stockbridge, referred to often as the "five towns," using the facilities of Spectrum Cable.

CTSB was founded in 1989, as Channel 11, a 501 (c) (3), charitable, independent corporation forming a local public access station. In 2003 we were assigned two additional channels, with an aim toward more complete coverage of and access to the residents of the five towns. Since then, we have been able to help focus more attention on key venues, specializing under the acronym of "PEG" - or public (1301) Educational (1302) and Government (1303).

Behind-the-scenes television programming is an exciting place to be. There is no end to the satisfaction of helping with or being engaged in or in charge of production, directing, mastering the skills of videography, audio, tape editing, lighting, even set construction, some or all of which are part of every TV production. That's our job, to help interested Members express their own ideas while learning the art and technology of the medium-all at very little cost to the participant (dues are \$15 per year).

Access to equipment, guidance, instruction and scheduling are provided fairly and consistently. Conversely, each participant in the learning and production processes is expected to understand and comply with the rules and guidelines that protect against abuse of the facilities or those who work there.

A reasonable code of conduct is enunciated in this Operating Rules & Procedures manual. It implies a high level of mutual respect existing between members of the Board, officers, managers, supervisors, clients, volunteers, interns and fellow Members.

This carefully constructed document has been reviewed and approved by the Board of Directors who are themselves volunteers, elected by the Membership. Questions should be directed to Board members or staff. Our goal is to assure that your time with us results in an exciting and rewarding experience.

## **BOARD OF DIRECTORS**

As of January 1, 2018

### **Officers**

President – Will Ryan  
Vice President – Al Saldarini  
Treasurer – Gary Allen  
Secretary – Laurie Freedman

### **Board Members**

Olga May Milligan  
Laurie Freedman  
Ben Hillman  
Gary Allen  
David Crowe  
Mary Philpott  
Ben Finley  
Al Saldarini  
Mati Kiin  
Stephen Radin  
Will Ryan

### **STAFF**

Leo Mahoney – Station Manager  
Chris Graham – Operations Manager  
Steven Borns – Program Coordinator  
Shane Bruno – Administrative Coordinator

## **OVERVIEW OF CTSB**

### ***I. Introduction***

This Operating Rules and Procedures manual is intended for members of Community Television for the Southern Berkshires Incorporated (hereafter referred to as CTSB). The manual contains policies and procedures formulated and approved by the volunteer Board of Directors of the Corporation, which are elected by the membership. Eligibility for membership is determined by the Bylaws of the Corporation.

By signing a membership agreement, individuals accept, and are bound by, the terms of the agreement and by the policies and procedures outlined in this manual.

### ***II. Corporate Structure***

1. CTSB is a not-for-profit corporation registered with the Commonwealth of Massachusetts, and recognized by the Internal Revenue Service as a charitable organization under section 501 (c)(3), and exempt from State and Federal taxes.
2. CTSB, Inc. has been designated by the Five Towns of Great Barrington, Lee, Lenox, Stockbridge and Sheffield to operate Public, Educational, and Governmental access television channels and facilities in the towns. Through a ten-year franchise agreement between the Five Towns of Great Barrington, Lee, Lenox, Stockbridge and Sheffield (hereinafter called "The Five Towns") and Time/Warner Cable, CTSB, Inc. receives a yearly local access fee equal to 5% of the gross television revenues received by Spectrum Cable from subscribers in the Five Towns in the previous calendar year. CTSB, Inc. is neither a division nor department of any of the Five Towns, nor is it owned or operated by Spectrum Cable.
3. The franchise agreement requires CTSB, Inc. to operate within specified parameters, and to formulate a set of operating rules and procedures, contained herein. This franchise agreement is scheduled for renewal in 2025, and a copy of the current agreement is available for review at any of the Five Town Halls through the Town Clerk's office.

### ***III. Mission Statement***

CTSB is a 501(c) (3) membership organization formed to facilitate, encourage and promote community involvement in the production of locally-originated, non-commercial television and other media. The program content may be informative, educational or entertaining. CTSB serves the towns of Lee, Lenox, Great Barrington, Stockbridge and Sheffield.

#### **IV. Access Channels**

##### **1. Public Access Channel Mission - Channel 1301**

The purpose of Access in the Five Towns is to protect and increase freedom of expression, diversity of ideas, and community-wide communication through the medium of television.

##### **2. Education Access Channel Mission - Channel 1302**

Education access made possible through the facilities of CTSB provides a resource for local educators, parents, students, and educational institutions to convey and share knowledge and information with one another and with the general public.

##### **3. Government Access Channel Mission - Channel 1303**

Government Access, made possible through the facilities of CTSB, provides a resource for governmental bodies, elected and appointed officials, and declared candidates for elected office, to inform the public and communicate with their constituencies through the medium of television. Regular Select-Board meetings in the Five Towns are broadcast live.

#### **V. Staff Organization**

The staff of CTSB is identified and organized in the following manner:

**Station Manager:** Responsible for overall administration, operation, and standards of the corporation, employees, and facility. Reports directly to the CTSB Board of Directors.

**Operations Manager:** Responsible for all technical facilities at CTSB, including equipment installation, interconnection, maintenance and upkeep. Maintains the integrity of the video and audio signals transmitted from each of the access channels. Liaison to Spectrum Cable for technical matters, including signal quality. Responsible for all computer-related facilities at CTSB, including computer software and hardware installation, interconnection, maintenance and upkeep. Reports to the Station Manager.

**Production Coordinator:** Responsible for coordination and operation of the access channels: Public, Education and Government. The coordinator schedules and executes cablecasting of programs, interstitials, and other program material; manages channel constituencies and members; schedules facility time for the members as stated in this manual; and reports to the Station Manager regarding the furtherance of the CTSB mission.

**Administrative Coordinator:** Responsible for administrative support of the corporation, organization, and facility. Reports to the Station Manager.

## **Introduction to CTSB-TV and Community Television**

### **What is CTSB-TV, and how is this organization and Community TV in general different from other television outlets, and other media outlets like newspapers and radio?**

CTSB is not part of the cable company or part of the Five Towns. It is an independent not-for-profit, 501 (c) (3) charitable corporations, incorporated in 1989.

- Serves the towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge.
- Volunteer-produced and driven
- Overwhelmingly local programming, not national feeds
- Can only be seen on local cable system (here, Adelphia Spectrum Cable)
- "Electronic Soap Box" unique for First Amendment rights

### **What services do we provide to the community?**

- Access to medium of television production
  - Training
  - Facilities
  - Air Time
- Community bulletin board
- Coverage of regular town and school meetings
- Education resources, interactive capabilities
- Support and resources for other non-profit organizations

### **How are we funded?**

- Franchise agreement. 5% of Spectrum TV revenue
- Fundraising
  - Underwriting/Sponsorships
  - Productions
  - Duplication
  - Rental of Facilities
  - Donations
  - Grants

### **Facilities at CTSB-TV**

- Three-Camera Production Studio
- Control Room
- Master Control/Playback Facility
- 8 Final Cut edit bays (2 private rooms)
- 5 Field cameras (2 Sony - 7 Canon)
- Conference Room
- Adobe Creative Suite (for member use)
- Lynda Dot Com (for member use)
- Large music library (for member use)

- Master Class (for member use)

### **Some important points**

- Use of CTSB equipment is intended for producing and airing programming on the access channel. Any other use is considered a rental.
- CTSB is not a "gatekeeper" for program content, merely a "conduit"
- Advertising or commercial content is not allowed in programming; however, sponsorships and underwriting are permitted under policy (see Rules & Procedures).
- CTSB as an organization does not "cover" community events per se, but facilitates coverage by volunteers by providing equipment, training and coaching.

## **CORPORATE POLICY**

### ***I. Acknowledgement***

The Operating Rules & Procedures of CTSB will be in accordance and agreement with all the laws of the Commonwealth of Massachusetts and the laws of the United States of America, as amended from time to time.

### ***II. Rules & Procedures***

All producers of programming cablecast on all television channels operated by CTSB must abide by all established rules and procedures set forth by the Staff and approved by the Board of Directors of CTSB.

### ***III. Hours of Operation***

1. Community Television of the Southern Berkshire's office and production facilities are available to CTSB members from 9:00 AM. to 7:00 P.M. Monday, Wednesday and Thursday. 9AM to 9PM on Tuesdays and 11:00 AM to 5:00 PM on Friday. These facilities are closed on Saturdays, Sundays and Holidays. Members are expected to schedule all production activity, including studio use, editing time, and field equipment sign-in/sign-out, in advance.
2. A CTSB staff person must always be present at the facility during production activity. If a member requires direct staff assistance during production activity, this must also be scheduled in advance.

### ***IV. Behavior & Safety***

1. All volunteers are expected to maintain a level of professional demeanor when representing CTSB. This includes producing or working on studio programs; producing or operating FIELD Equipment; producing or working on remote studio programs; attending meetings or any volunteer work at the CTSB facilities; or any time volunteers represent CTSB.
2. Professional demeanor includes: proper dress and grooming; calm and collective thinking and speech during production; restraint from horseplay and vandalism; friendliness when greeting guests and volunteers to the CTSB facilities; no loitering when the studio facilities are idle; restraint from vulgar and obscene speech; deferral to staff authority; and generally, common sense.

#### ***V. Use of Drugs and Alcohol***

1. Any member of CTSB found to be under the influence of alcohol, drugs, or otherwise not under full control of their senses may be asked to leave the premises, and may be prohibited from using the CTSB facilities in the future.
2. Members are responsible for informing CTSB staff regarding his/her use of prescription and/or over-the-counter medications which may impair behavior, judgment, or motor skills, etc. while participating in activities at CTSB facilities or while using CTSB equipment.

#### ***VI. Privacy Policy***

CTSB recognizes the importance of protecting the personal information of all volunteers. In the course of doing business with CTSB, you may share personal information with us. We treat this information as confidential. You may provide information when communicating or transacting with us in writing, electronically, or by phone.

We do not sell information about current or former members to any third parties, and we do not disclose it to third parties unless you have allowed us to do so, or as otherwise permitted by law.

We maintain physical, electronic, and procedural safeguards to protect your personal information. Within CTSB, access to such information is limited to those employees who need it to perform their jobs, such as administration of records or databases, or informing you of important events at CTSB. CTSB restricts the use of customer information by employees, and requires that it be held in strict confidence.

## **GENERAL OPERATING GUIDELINES**

### ***I. Producers***

"Producer" is defined as the individual, 18 years of age or older, who is:

1. Acting individually or representing an organization;
2. Submitting a program for cablecast on any television channel operated by CTSB;
3. Solely responsible for the content of the program cablecast on that channel;
4. The primary contact with CTSB, who will submit the appropriate forms to request and arrange cablecast time, studio time, equipment training, and other details important to the program;
5. Responsible for providing a sufficient crew to produce the program, and for the crew's training, use of equipment, and behavior at the CTSB facility;
6. Responsible for obtaining any necessary permissions and/or clearances.

### ***II. Program Classification***

Programming submitted by producers will be cablecast on the appropriate access channel, and be facilitated by the Production Coordinator, based on the following criteria:

#### **1. Public Program - Channel 1301**

A program is eligible to be cablecast on the Public Access Channel only if all of the following criteria are met:

- a. Producer is classified as a Public Access Producer, as defined above.
- b. Programming is not eligible for cablecast on either the Education Access Channel or the Government Access Channel.
- c. Program fits within the guidelines of the Public Access Channel's Mission Statement.

#### **2. Education Program - Channel 1302**

A program is eligible to be cablecast on the Education Access Channel only if all of the following criteria are met:

- a. Producer is classified as an Education Access Producer, as defined above.
- b. Program addresses an educational need or theme, or document is an officially sanctioned school function. (note a)
  - Programming which is instructional in content shall be subject to an approval process set forth by a recognized educational institution prior to cablecast on the channel.
  - Programming which is not instructional or curriculum-based (for example, a talk show, sports programming, etc.) is not subject to such approval prior to air. (note 2)

c. Program fits within the guidelines of the Education Channel's Mission Statement. *For example, a program produced by a teacher, aimed at other teachers or students under the aegis of the school, would be eligible for cablecast on the Education Access Channel. A teacher producing a cooking show, not associated with the school but produced by a teacher, would qualify as a Public Access program.*

*For example, a program which intends to teach a course or include curricula in mathematics at the 8th grade level shall be aired on the channel only after review and approval by the Five Towns Public Schools. Likewise, a program which contains college-level English materials, intending to be used as course material, shall first be approved by Berkshire Community College. However, a high-school basketball game need not be approved prior to air.*

Programs that meet the above criteria are eligible for cablecast on Public Access Channels.

### **3. Government Program - Channel 1303**

A program is eligible to be cablecast on the Government Access Channel only if all of the following criteria are met:

- a. Producer is classified as a Government Access Producer, as defined above.
- b. Program addresses a governmental need or theme (note 3), be a training program intended for use by governmental bodies and their employees (note 4), or document a bona-fide news event
- c. Local and outside-submitted programming must have as its intended audience a local constituency.
- d. Program fits within the guidelines of the Government Channel's Mission Statement.

*For example, a town Selectman producing a program about government, answering questions for their constituents would qualify as a program on the Government Channel.*

*A selectman producing a skiing program of their friends would qualify as a Public Access program.*

*For example. Jury training, civil service training...*

Programs that do not meet the above criteria are eligible for cablecast on the Public Access Channel.

## **MEMBERSHIP**

*Membership eligibility is outlined in the Bylaws of CTSB, Inc., Article III (Membership).*

### **I. Overview**

1. Individuals who wish to participate in training, lectures and production at CTSB must become a CTSB member. According to the CTSB Bylaws membership is open to all who live or work in the region of Berkshire County or neighboring areas. Any member of the public, or a not-for-profit organization based in and serving any of the Five Towns, may become a member of the corporation.
2. Persons employed by CTSB are allowed to become members of the Corporation with all rights and privileges as outlined in the Bylaws, however, they are not eligible for election to the Board of Directors.
3. Membership fees are non-refundable upon termination or revocation. Fees for all members are payable at the beginning of the "membership year," currently defined as January 1 through December 31.
4. Each member who desires to become an active volunteer, handling or operating equipment, will be expected to sign an acceptance form, stating that he/she understands the Operating Rules and Procedures, and any other pertinent documentation relating to membership in the Corporation. All members are expected to abide by all bylaws, policies, rules and procedures set forth by the membership, Board of Directors, and Staff.
5. Members are expected to inform CTSB of information which could change their membership eligibility (i.e., residence address, place of employment, etc.), as well as other pertinent information (i.e., telephone numbers or email addresses) when it changes. Individuals can keep their membership in good standing by renewing prior to the expiration date.

## ***II. Organizational Memberships***

### **1. Purpose**

- a. The purpose of an organizational membership is to enable the Five Towns-based groups of individuals; clubs; and non-profit organizations to participate cost-effectively at CTSB and to work toward creating programming to be cablecast on an access channel operated by CTSB, and which serves the community at large.
- b. The organization or group shall have one primary contact person, to be identified on the appropriate membership form.
- c. The organization's primary contact person must specify, upon establishment of membership or renewal, which members of the organization are to be voting members. Also, all members listed on the membership form must include full home addresses and telephone numbers.
- d. Each member of a group or organization to be named a voting member must first qualify under the conditions for Full Voting Membership.
- e. Organizational Members enjoy the following privileges:
  - Produce programming for a cablecast on CTSB, including use of equipment and facilities necessary to complete the project.
  - Attend training workshops for use of the equipment and facilities;
  - Volunteer to crew productions

- Periodic policy newsletters, policy manuals, and/or other publications published by CTSB;
  - Any other rights and responsibilities incumbent upon Organization Members of the corporation.
- f. Only the members listed on the appropriate membership form are entitled to the membership privileges listed above.

## **2. Organization Membership**

- a. To become an Organization Member of CTSB, Inc., an interested organization must be based in and serve in one of the Five Towns; complete and submit the appropriate membership form; and pay an annual membership fee as shown on the current form.
- b. Organizational memberships may consist of the following:
- Up to a total of twenty (20) individuals, at least four (4) of whom are adults;
  - Up to six (6) of these individuals can be named as voting members (and must qualify to vote, as stated above);
  - Balance of members to be named Associate Members.

## **PROGRAMMING**

### ***I. Overview***

1. In support of its mission, and in accordance with federal and state law, CTSB:
  - a. Provides the community with a television production studio and related facilities, for the creation of local Five Towns programming;
  - b. Educates members and the public about the facilities and provides periodic training;
  - c. Provides outreach to the community; and
  - d. Encourages qualified Five Towns' residents, Five Towns-based organizations, and qualified CTSB members to create diverse programming, as an expression of speech protected under the First Amendment of the United States Constitution.
2. Producers have primary responsibility for program content. Consistent with customary access corporation practices, individuals must assume responsibility for their programs, as CTSB does not exercise editorial control, except as necessary for technical purposes, including scheduling and as provided herein. The previewing of a program will only occur in the extraordinary event of known and credible advance allegations of unlawful activity, or for technical purposes, including scheduling.
3. Members of the public do not have a protected right to cablecast programming on Educational and Government channels, as these channels are reserved for programming

created by the channels' respective constituencies, described in more detail in the General Operating Guidelines.

## **II. General Programming Guidelines**

The following guidelines are applicable to all programming on Public, Educational, and Governmental ("PEG") Access Channels operated by CTSB:

1. The content and subsequent use of the programming may not promote the sale of a profit-making product, service or trade. Such commercial advertising and/or commercial "infomercials" are not permitted.
2. "Underwriting" is permitted if it is in general compliance with the standards used by the Public Broadcasting System ("PBS") for non-profit television station underwriting (See, section on "Underwriting of Programs").
3. Programming prohibited by the Federal Communications Commission ("FCC") and/or applicable law, or programming containing prohibited speech (See, section on "Prohibited Speech"), should not be cablecast.
4. Programming produced using CTSB facilities may not be sold, duplicated, or rented, nor may a fee be charged specifically for the viewing of the programming, without prior approval of CTSB. Because such programming was produced through the facilities of CTSB, CTSB holds the "Mechanical Copyright" to the work, and retains all rights incumbent upon such designation.

## **III. Types of Programming: Definitions**

### **1. Local CTSB Access Programs**

Programs produced using CTSB facilities, either by CTSB Members, or for CTSB, by its staff, containing a majority of original local content. (A producer/user must be a Member to use CTSB equipment or take training workshops.)

### **2. Berkshire County-Originated Programs**

Programs which are produced in Berkshire County by residents of Berkshire County are cablecast on CTSB-operated channels as a reciprocal courtesy. Programs produced at NBCTC, Willinet, Dalton Community Television, and PCTV fit into this category, as do programs produced by independent producers using their own or rented equipment, so long as the program was produced in Berkshire County.

### **3. Outside Submitted Programs**

Programming that is neither produced in the Five Towns by a CTSB Member or in Berkshire County by a Berkshire County resident. This type of programming can only be submitted for cablecasting by persons qualified to be CTSB Members.

### **4. Community Bulletin Board**

Character generator message "wheel" for non-profit organizations to publicize events and meetings. For-profit messages are not accepted. The Five Towns and Berkshire

County non-profit organizations receive highest priority. Other non-profits accepted if space is available.

**5. Leased Access or Local Origination**

This type of programming is not available for cablecast on CTSB. Commonly produced by the local Cable Company for use on its own local programming channels, this type of programming can be commercial, and solicit for a profit-making product or service. It may also contain programming that promotes a profit-making organization. (Note that under Section 612 of the Federal Cable Act, residents or local organizations may obtain rights to commercial leased access time on other channels.) Contact Spectrum Cable for leased access and advertising information

**6. Lottery Programming**

This type of programming is not to be cablecast on CTSB. Any device, scheme, plan, promotion, contest or other program and/or presentation which involves directly or indirectly the element of prize, chance, and consideration, or any such device, scheme, plan, promotion, contest or other program and/or presentation which is, has been, or may be declared a lottery under applicable local, state or federal law.

**7. Regularly Scheduled Meeting Coverage:**

- a. When coverage of regularly scheduled meetings of governmental bodies, departments, or committees are produced by CTSB, such programming will be cablecast on the government access channel.
- b. Any other coverage of meetings as described above, produced by individual CTSB members, must be clearly credited as such at the beginning and end of the program, and may air on the public access channel.

**IV. Technical Standards**

1. CTSB endeavors to maintain a professional and consistent quality of electronic image and sound while transmitting television signals over the three access channels. Therefore, all programming submitted for air, whether on disc or file, as a live feed, or on other media, must meet the following mechanical and broadcast standards. Proper and widely accepted engineering practices will be followed and set as a standard:
  - a. Television images to be cablecast will meet the requirements that follow broadcasting standards that are currently in effect, whether analog or digital in nature.
  - b. Television images will be in the NTSC format.
  - c. Video levels must have proper illumination, as described in technical manuals associated with professional broadcast standards and industry practices. Normally not more than 100 IRE luminance, 7.5 IRE black (setup), and 40 IRE units of sync level.\*

- d. Sound will be at or around 0 db units, will be intelligible to the viewer, and will be free from distortion.
  - e. Any media or "feed" that does not play properly, or does not hold signal integrity, will not be cablecast.
  - f. Any media that is physically damaged or has the potential to damage CTSB playback equipment or receiving equipment will not be cablecast.
2. The final decision with regard to technical standards of an individual program, and whether a DVD or feed will be aired, will be based on these criteria and made by the Operations Manager.

## **V. *Content Responsibility***

1. The producer(s) of each program is/are solely responsible for program content.
2. The producer shall agree to indemnify and hold harmless CTSB, the staff, Board of Directors, and members of CTSB, Spectrum Cable, and the Five Towns, against any and all legal claims which may arise directly or indirectly from the transmission of said program. Further, the producer bears responsibility for obtaining proper releases from talent; obtaining performance, mechanical and cablecast copyright releases from the holders of any copyrights involved (video or music); obtaining any other required authorizations or releases; and producers, not CTSB shall retain responsibility and liability for obscene or other speech not protected by the First Amendment of the U.S. Constitution, or otherwise not protected by applicable law. (See also, "PROHIBITED SPEECH").
3. Before a program can be cablecast on CTSB, it is the responsibility of each individual program producer to sign a Program Contract, which outlines the above responsibilities. In the event the program has been produced outside the CTSB facilities, CTSB reserves the right to obtain the original, authentic signatures of both the original program producer and the local presenter, on the official CTSB Program Contract Form, acknowledging responsibility for the program, prior to scheduling and subsequent cablecast of the program.
4. All programming produced using CTSB facilities and cablecast on the PEG Access Channel(s) must carry the following Video Tag at the open of the program:

The following program is a public access production of (Producer's name and outside sponsor's name, when applicable) and (production company) who assumes full responsibility for its content. The content of this program does not represent the views of Community Television of the Southern Berkshires which serves as a forum for community expression and offers TV training, production facilities and channel time to all Five Towns' residents,

organizations and qualified Community Television of the Southern Berkshires members.

5. If CTSB facilities were used in the production of the program, at the conclusion of each program, the credits shall include an acknowledgement for CTSB stating:

This program was produced through the facilities of  
Community Television of the Southern Berkshires, South  
Lee, MA.

6. The CTSB name and logo shall not be used in the credits or any other part of the program unless specifically authorized by CTSB.

## ***VI. Previewing of Program Materials***

1. As is customary for access corporations, CTSB does not pre-view programs for content nor exercise editorial control, except in the extraordinary situation where it has actual and credible advance notice of probable illegal content, or for technical and scheduling reasons, as enumerated here:
  - a. To aid in determining the appropriate cablecast time for the program (See, "Appropriate Air Times & Disclaimers");
  - b. To determine if a DVD meets mechanical standards (See, "Technical Standards"); and
  - c. To determine total running time, and beginning and ending "cue times", and to perform other regular operating duties.
2. Such technical monitoring is not intended to include content monitoring, however, if the Production Coordinator finds a violation of these programming guidelines, or probable violations of federal, state or local laws, the Coordinator may, to the extent permitted by applicable law, remove said program from the schedule lineup until further notice and appropriate further review, which shall be provided in a reasonable manner, or until proven violations are addressed and removed from the program by the producer. The program producer has an opportunity to be heard in this process (See, section on "Policy Complaint Procedure"). The Station Manager retains the right to bring the matter to the Cable Television Franchisee to assist with further review and for a determination as to whether the program should be cablecast.
3. To the extent allowed by applicable law, and after adoption of duly approved guidelines, the Franchising Authority and/or the Cable Television Franchisee (the cable company) may have the right to pre-empt obscene unlawful programming on access channels. This policy and any decisions based on same rest outside the realm of CTSB policies and procedures, and any complaints regarding such policies and decisions must be taken directly to the Cable Television Franchisee or Franchising Authority as applicable.

## ***VII. Copyrights and Releases***

1. Any permission received by the program producer to use copyrighted materials in their program must be submitted to CTSB staff in written form, and contain the following information:
  - a. It must be current for the intended air date and time of the program;
  - b. The specific conditions of use must be stated, and coverage must be extended to whole or segmental use.

### ***VIII. Prohibited Speech***

The following types of speech are not allowed in programming aired on any of the access channels operated by CTSB and the individual producer in each case must be responsible to prevent the cablecasting of such programming (CTSB's role usually being that of "conduit" and not editor or publisher for programming produced by other parties).

Further to all of the following categories of unprotected speech, if a producer suspects that he or she may have a problem with content in this regard, it is recommended that the producer not ask CTSB staff or Directors to view the program for the purpose of providing legal advice as CTSB does not provide legal counsel. Instead, the producer should consult a lawyer prior to submitting questionable program for cablecasting. This approach is consistent with the basic premise of public access: the individual is to be responsible for his or her program content and the role of the access studio is primarily to serve as a conduit for programs, and not to serve as editor/publisher.

#### **1. Violation of Copyright**

- a. The program producer is responsible for being in compliance with any and all copyright and other intellectual property laws. Use of copyrighted materials or trademarks/service marks is determined by the producer at the producer's own risk.
- b. A producer may not take or use other person's programming property or creations and use them unless he/she has: (a) obtained their permission, in writing; or (b) if applicable, paid a license or other necessary fee (if any) for their use on a cable access channel; or (c) the work is public domain (e.g., out of copyright).
- c. Music Under certain limited circumstances, music may be used in a program shown on access channels operated by CTSB. The conditions and considerations may include (depending on the circumstances) the following: (a) the music cannot be from a stage play and used in conjunction with a recorded stage play performance; (b) the music must be licensed by ASCAP or BMI-- agencies to which fees have been paid by Spectrum Cable; (c) the media that the music is on cannot be duplicated for commercial distribution; and (d) as per conditions cited under the "ephemeral use" section of federal copyright law, the media must either be destroyed after six months or be permanently archived. The foregoing is general in nature and not intended as a complete list of relevant copyright considerations. Determination of copyright issues may require the producer to consult outside counsel. CTSB has a large copyright free music library that is free to use for member programming only.

d. **Visual Works**

Most commercially-available books, magazines, newspapers, movies, television programs, plays, internet content, etc. are covered by copyright. These may not be included in your show, again unless the producer has obtained permission, paid a license fee, or they are in the public domain, as needed.

**2. Libel and Slander**

Defamation to a person or company's reputation either in writing (libel) or spoken (slander) could be determined grounds for a successful lawsuit. The program producer is solely responsible for defamatory program content and for any legal actions which may arise from the production and/or cablecasting of libelous or slanderous content.

**3. "Fighting Words" and Incitement**

A producer may not make an unlawful call to action that would put people's lives or property in imminent jeopardy. A common example is yelling "fire" in a crowded theater, or inciting unlawful acts or a riot at a public demonstration.

**4. Obscenity**

Obscene material is not allowed on any of the CTSB access channels. Generally, obscenity is the portrayal of sexual or excretory organs or functions in a patently offensive manner, running counter to locally accepted standards and without any socially redeeming value. The program producer is solely responsible for any legal actions taken as a result of the cablecasting of such material.

**5. Lottery Information**

No program, production, or presentation shall be cablecast or permitted on the PEG Access Channel(s) that involves directly or indirectly any lottery information or which involves a lottery.

**6. Illegal Acts**

No program or presentation shall be cablecast or permitted to be cablecast on the PEG Access Channel(s) that promotes or encourages the commission of an illegal act or acts, as same may be proscribed by Federal, state and local law.

**7. Fraud**

No program or presentation shall be cablecast or permitted to be cablecast on the PEG Access Channel(s) which is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations, or promises.

**8. Solicitation of Funds**

a. The solicitation of campaign funds by legally qualified candidates is prohibited in connection with any PEG Access Programming. Any program that contains any material designed to solicit names or addresses for future political campaign fundraising activities may be rejected by CTSB. The foregoing shall be applied in a

- "content neutral" manner aimed at fundraising, and shall not be applied selectively based on related program content. Notwithstanding the foregoing, "billboard" type notices announcing the source of underwriting funding, if any, for the production of the program are permitted.
- b. Individuals are prohibited from soliciting funds for personal gain. Corporations and foundations that qualify for tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and all other nonprofit associations, organizations, groups, clubs, societies and orders that qualify for tax exempt status under Section 501 (c), may cablecast a maximum of one fundraising program per quarter (3 months) of the calendar year. CTSB reserves the right to require proof of nonprofit status (IRS approval, if applicable) prior to the cablecast of any fundraising program.
  - c. CTSB reserves the right to limit the number of "long-form" televised fundraising events (i.e., telethons or auctions, longer than 1 hour in length) to one per quarter (3 months) of the calendar year, excluding those events produced by and directly benefiting CTSB.
  - d. Programming which is primarily fundraising in content and otherwise meets the requirements of subsections (A), (B), and (C) above, can be cablecast. Because programming of this type is not central to the mission of CTSB, individual and Organizational Members do not have a protected right to produce and/or cablecast these programs as they would with traditional PEG access program.

## ***IX. Right of Refusal***

CTSB reserves the right to refuse to carry any program or presentation or portion thereof which does not comply with the provisions of these Rules and Regulations, or for which adequate rights to the materials contained in the program and/or copyright clearances have not been obtained. However, permission by CTSB to proceed shall not be construed to mean that CTSB has acknowledged or concluded that the applicant has secured all necessary rights and/or clearances or that CTSB assumes any responsibility for such programming.

## ***X. Procedure for Obtaining Cablecast Time***

The following are the steps that a producer will need to take to get a program cablecast on the access channel operated by CTSB:

### **1. On Public Access Channel 1301**

- a. Local CTSB Access Programs:  
A producer must complete and sign a Program Contract, which contains the producer's name and contact information, and details the specific nature and production schedule of the program. Producer may request a specific time slot, but the final decision on time slots and program scheduling rests with the Public Access Coordinator.

- b. Berkshire County-Originated Programs:  
Producers shall follow the same procedure as for Local CTSB Access Programs, except that time slots will be designated as available in the programming schedule, and may change from week to week as necessary.
- c. Outside-Submitted Programs:  
The qualified person (See, above definition) who submits the Outside- Submitted Program for air will be considered the program's Producer of Record. As such, the producer of record must complete and sign a Program Contract, as above.
- d. Local Intent:  
It is and has been the intent of the Cable Television license, with regard to public access television, to provide facilities, training, and cablecast time for locally-produced programs. CTSB is therefore under no obligation to accept or cablecast outside-submitted programming. CTSB reserves the right to evaluate such imported programming according to local interest and community standards, and deny cablecast time to producers not qualified for Full or Associate CTSB membership. Producers who are denied cablecast time may appeal (see section "Policy Complaint Procedure").

## **2. On Education Access Channel(s)**

- a. A person requesting access on the Education Access Channel must first meet the requirements set forth in the Education Access Channel Guidelines Policy.
- b. A person who qualifies to submit educational access programming becomes either the producer (for local programming) or the producer of record (for outside-submitted programming). Thus, this person is responsible for completing and signing a Program Contract for each program submitted for cablecast, and for arranging channel cablecast time with the Education Access coordinator. Producer may request a specific time slot, but the final decision on time slots and program scheduling rests with the Education Access Coordinator.

## **3. On Government Access Channel(s)**

- a. A person requesting access on the Government Access Channel must first meet the requirements set forth in the "Government Access Channel Guidelines" Policy.
- b. A person who qualifies to submit governmental access programming becomes either the producer (for local programming) or the producer of record (for outside-submitted programming). Thus, this person is responsible for completing and signing a Program Contract for each program submitted for cablecast, and for arranging channel cablecast time with the Government Access Coordinator. Producer may request a specific time slot, but the final decision on time slots and program scheduling rests with the Government Access Coordinator.

## **4. Scheduling Priorities**

The policies and procedures for managing access channel time are designed to provide access on a first-come, first-served, non-discriminatory basis by the widest variety of Berkshire County residents and organizations, but subject to scheduling practices customary and appropriate for a television station. Following is the order in which programs will be assigned cablecast time on all access channels operated by CTSB, with the intent to favor local programming and programming requested by local people:

- a. Programs produced by CTSB member or for CTSB by its staff, using CTSB- owned equipment as production equipment.
- b. Programs produced by CTSB Member, using either CTSB-owned equipment, outside equipment, or a combination thereof.
- c. Locally-produced programming originally scheduled on Education or Government channels
- d. Berkshire County-Originated Programs
- e. Satellite programming as scheduled by Access Production Coordinator
- f. Program segues or interstitials as scheduled by Access Production Coordinator
- g. Community Bulletin Board programming
- h. Non first-run locally-produced programming
- i. Outside-submitted programming requested by a constituency of the access channel
- j. Other outside-submitted programming
- k. Non first-run outside-submitted programming

## ***XI. Normal Play Schedule***

### **1. Primary Cablecast Date and Time**

Every program submitted for cablecast that meets the criteria for access channel time on an access channel shall receive a normal play schedule of at least one primary cablecast date and time. Primary cablecast times will occur between the hours of 7:00 AM and Midnight daily. Other cablecast dates and times, including overnight, morning, following week, and weekend replays, are scheduled at the discretion of the Access Coordinator. These cable casting details are documented in the Program Contract which is signed by the producer.

### **2. Unique Episodes in a Series**

Unique episodes in a series of programs are each considered a single program, and thus receive a normal play schedule as described above.

### **3. Identical Programs**

An identical program, which has run its normal play schedule, as described above must be re-submitted by the producer to be scheduled for further cablecast times.

### **4. Ongoing Monthly or Weekly Series**

If a series program is currently inactive (no new productions are ongoing), and the producer has not submitted a current Program Contract, the access coordinator may reschedule other programming in the existing time slot. Time slots cannot be "held" without a current Program Contract.

**5. Non-Assignable/Transferable**

Program Contracts and assigned time periods are not assignable or transferable.

**6. Multi-Channel Cablecast**

These guidelines do not necessarily preclude programming submitted for cablecast on a particular access channel, from being cablecast on multiple access channels operated by CTSB.

***XII. Appropriate Air Times and Disclaimer***

1. CTSB does not censor or otherwise alter programming created by community volunteers that meets the programming guidelines detailed in this policy. However, at the discretion of the Access Production Coordinator, the time at which programs are presented may be changed depending on the nature of the program.
2. It is the goal of CTSB to reach the appropriate audience for each program. An effort will be made to cablecast programs at times requested by the producers, while at the same time scheduling programs of similar appeal in the appropriate "day part." For example, CTSB uses customary scheduling practices of scheduling programming containing content inappropriate for children, e.g. sexual content or content inculcating and promoting racial hatred, etc., at times when children are not likely to be viewing. Such programming may be scheduled after 11:00 PM
3. CTSB will, at the discretion of the Access Production Coordinator or Station Manager, add a disclaimer to any DVD, stating that "the content may not be suitable for all audiences, but FCC regulations require the program to be aired."
4. The final decision on time slots and program scheduling rests with the appropriate channel's Access Production Coordinator. Producers who disagree with decisions made by an Access Production Coordinator according to this policy can appeal (See section on "Policy Complaint Procedure").

***XIII. Copyrighting of an Access Program***

1. The producer of any community access programming has the right to copyright the program, and therefore bears all responsibilities incumbent with these rights.
2. CTSB will seek the Producer's permission for any other use of the program.

3. Regardless of the copyright status of an access program produced with CTSB facilities, CTSB retains the right to telecast, duplicate, and distribute any program material produced by or with equipment that is owned by CTSB.

#### ***XIV. Cancellation Pre-Emption***

Programs on any of the access channels can be pre-empted or cancelled at any time without notice, at the discretion of the Access Production Coordinator. An effort will be made by CTSB staff to inform the affected producer of a cancellation or pre-emption when appropriate and given sufficient lead-time to do so.

#### ***XV. Violations of Programming Policy***

1. Adherence to this policy is the responsibility of the program producer. Violations will be taken seriously.
2. A program submitted for cablecast, which violates the above policy in any material way, will not be scheduled for cablecast, and may be removed from any existing programming schedule. Any producer denied cablecast time in this fashion has the right to appeal (see section "Policy Complaint Procedure").
3. It is the responsibility of the program producer to prevent cable casting of program content which violates these rules. Upon cable casting, and CTSB staff's subsequent discovery of rules violations contained in any such programming, the producer will be given a verbal warning as a "first offense" from the Station Manager. Upon a second such offense, both a verbal and written warning will be given, and these will be the last warnings. Finally, after all warnings, if the producer continues to submit programming which violates the above programming guidelines, the Station Manager has the right to suspend the producer's membership, deny programming air time, and expel him/her from some or all activities involving CTSB facilities and equipment, subject to such reasonable due process as set forth herein or as may be adopted.
4. Programming in a language other than English. Upon notice that a program has been produced in a language other than English, CTSB reserves the right to demand transcripts thereof be submitted and translated into English.
5. Live Programming. Producers of live programs will forfeit their live programming privileges (and associated playback reservations) and/or may be restricted from live programming completely for any of the following reasons, as specified in the Program Contract.

- a. Having an inadequate crew show up to produce the scheduled program successfully - see section, "Use of Facilities (IV, C - Studio Crew)";
- b. Lateness;
  - an inability to begin and end the program at the scheduled time; and
  - violation of any material term or condition of these Operating Rules and Procedures, the Application, or the Contract.

## **FAIRNESS IN POLITICAL PROGRAMMING**

### ***I. Definitions***

1. Political Campaign Season: The time between the final certification date for nomination papers in a given political race, until Election Day.
2. Political Forum: Programming containing discussions of political themes, issues, candidates, or ballot questions. Program may or may not include declared candidates or official spokespersons.
3. Debate: A formal contest of argumentation in which two opposing sides or declared candidates defend and attack a given proposition(s) or viewpoint(s).
4. Declared Candidate: A person is considered a 'declared candidate' after being certified by the appropriate Town Clerk or the Secretary of State, after the final certification date for nomination papers.
5. Write-In Candidate: A candidate for political office who has not been certified by an appropriate clerk or governing authority by the deadline set by such authority,
6. New Programming: Program content, a majority of which has not ever been previously cablecast on any of the Access channels operated by CTSB.
7. "Equal Time" and "Equal Access" or the "Fairness Doctrine": This concept was integrated into an FCC Policy prior to 1984, and was applicable only to broadcasters (not cable operators, networks or programmers). The concept allows each side of a political issue to petition a broadcast (over-the-air radio or television) station for, and receive, equivalent air time to give their side of the story, if they feel that the other side was given more time unfairly.

### ***II. Overview***

1. The following policy applies to programming cablecast on any of the access channels operated by CTSB. The purpose of this policy is to provide the greatest access to available cablecast time, and provide the greatest public service during an election season, while being fair to all candidates, champions of issues, and the general public.
2. Programming submitted will be cablecast on the access channel, depending upon the program producer, as outlined in the CTSB Operating Rules and Procedures (See guidelines on Educational and Governmental Access Channels).
3. The producer(s) of each program is/are solely responsible for program content. (See Programming Policy, section "Content Responsibility.")

### **III. Exemptions**

Certain programs are exempt from this policy. Included are: political forums, debates, recorded statements, and other such programming produced by CTSB as a community service. Also, CTSB covers regularly scheduled public meetings, press conferences, and/or other bona fide news events in which candidates attend and/or participate. These programs remain separate from series or single programs produced by members of the community, declared candidates, or spokespersons for or against ballot questions.

### **IV. CTSB Services**

During a Political Campaign Season, CTSB may offer the following services to declared candidates:

1. Send an introductory letter to all candidates in a particular race, informing each of the CTSB operating rules and procedures, and of opportunities for access programming.
2. Reserve blocks of cablecast time, studio and facility resources, and provide staff assistance for the production of televised candidate statements. Reservation of the aforementioned resources by declared candidates will be accomplished on a first-come, first-served, non-discriminatory basis.
3. Organize and produce, or co-produce, debates and/or forums including all declared candidates in a particular race, or both sides of a ballot question debate.

### **V. Programming Containing Declared Candidates or Content Relative to Ballot Questions or Initiatives**

CTSB requires that program producers of series or single programs, produced with CTSB equipment or other facilities, public or privately owned, follow these guidelines when inviting

declared political candidates, or spokespersons for or against ballot questions, to their programs cablecast on any access channel operated by CTSB:

1. Any Producer of a program containing declared candidate(s) or spokespersons for or against ballot questions must include the following character-generated disclaimer, at the beginning and at the end of each program cablecast:

*The opinions expressed on this program do not necessarily reflect those of CTSB, its staff, members, or Board of Directors. To respond to this program, or produce your own program, contact CTSB at (413 243-8211 or write to CTSB, 40 Limestone Road, Lee, MA 01238.*

2. CTSB staff is not responsible for the technical execution of the inclusion of the above disclaimer on programs submitted for cablecast.
3. "No Surprise" Rule: No new Programming regarding ballot issues or containing declared candidates is permitted to be cablecast within 96 hours of an election unless produced or co-produced by CTSB. Due to standard channel scheduling requirements, therefore, no cablecast time requests for new programming content will be accepted later than 14 calendar days prior to an election. This includes all recorded or live call-in programs, regardless of the nature of the program.
4. No fundraising, solicitation of funds, or on-air notices of fundraising events will be permitted (see Programming Policy, "Prohibited Speech").

## **VI. Use of Equipment and Facilities**

1. Producers of programs containing declared candidates or spokespersons for or against ballot questions must follow all existing CTSB Operating Rules and Procedures with regard to use of equipment and facilities. This includes the first-come, first-served, non-discriminatory policy on reservation and sign-out of portable equipment, studio facilities, editing time, staff time, and other such resources.
2. Producers may opt to produce programming using other equipment or facilities, including other access centers, professional videographers, or personal video equipment. Such programs must meet technical standards as described in the CTSB programming policy, and follow all other CTSB programming guidelines.

## **VII. Scheduling**

1. The policies and procedures for managing Government Access Channel time during a political campaign season are designed to provide access on a first-come, first-served, non-discriminatory basis by all declared candidates, and the widest variety of Berkshire

County residents and organizations, but subject to scheduling practices customary and appropriate for a television station.

2. Requests for cablecast time on the Government Access Channel made by declared candidates for office, or incumbents in office, will be administered on a first-come, first-served, non discriminatory basis as described above. Requests for cablecast time made by write-in candidates or members of the general public, will be filled in the same manner, but on the Public Access Channel, by the Coordinator of the Public Access Channel. CTSB is under no obligation to provide "Equal Time" or "Equal Access" to any such request or producer.
3. Cablecast time on the Government Access Channel will be scheduled by the Production Coordinator, with the intent to favor programming produced by and about local Five Towns' candidates, races, and ballot questions. Other government access requests shall receive cablecast time as scheduling permits. See section, "Scheduling Priorities," contained in the Programming Policies of the CTSB Operating Rules & Procedures.

### ***VIII. Violations***

1. Violation of this policy will result in immediate suspension of program access and station privileges. The suspension is in effect pending review by the Board of Directors.
2. Policy Complaints. To protect due process rights of individuals, any action by the Station Manager or Production Coordinator can be appealed. See section, "Policy Complaint Procedure").

## **UNDERWRITING OF PROGRAMS**

1. Commercial advertising is not allowed on any Access channels operated by CTSB. (See Programming, section II, "General Guidelines"). Producers who are interested in underwriting should meet with the Station Manager to review these rules prior to accepting underwriting monies.
2. Underwriting for programs on CTSB may only consist of a "PBS Style" spot--that is, audio: a short (15 second or shorter) one- or two-sentence tag indicating that support for the program, financial or otherwise, has been given by the individual or corporation; video: a character-generated message stating the name of the individual or corporation, accompanied by a slogan, and/or a single still frame of video showing the corporation building, location, or logo.

3. Underwriting of the type specified above may only appear at the beginning and/or end of program. No mention of the underwriting is allowed within the body of the program, in any form.
4. Agreements of underwriting between producer and underwriter must be made using the Underwriting Agreement Form, available from the CTSB office. A copy of this form must be placed in the producer's program file.
5. Before PBS-style underwriting spots are to appear on any program produced at and/or aired on CTSB, the Station Manager must receive full written disclosure of any transaction between program producer or their assigns, and program underwriter. This includes outright financial grants, and in-kind donations, such as set materials and food items. Failure to provide full disclosure to the Station Manager could result in loss of producer's privileges at CTSB.
6. CTSB reserves the right to accept a pre-agreed amount, up to 10%, of all disclosed financial grants, underwriting agreements, or donations to cover administrative costs.
7. CTSB reserves the right to audit any or all documents related to underwriting of a program produced and/or cablecast on any access channel operated by CTSB.

## **USE OF FACILITIES**

### ***I. Overview***

The following guidelines will be observed in order to allow CTSB to fulfill its mission, and to allow as many members as possible to share the facilities on a first-come, first-served, non-discriminatory basis.

### ***II. Training Workshops & Certification***

#### **1. Overview of Workshops**

- a. Members wishing to use CTSB-owned equipment in the production of programming must first be trained in the use of such equipment. Only members of CTSB in good standing qualify for training, sign-out, and use of CTSB-owned equipment.
- b. Upon completion of a specific workshop or training session, a member is considered certified and authorized to use such equipment. Members may not use equipment for which they are not certified. In general, training sessions are held at the CTSB studio & facilities, located at 40 Limestone Road, Lee, MA 01238.
- c. Training can be completed using several methods:
  - Group/organization workshops;

- Individual training sessions; or
- Member workshops.

## **2. Group/organization workshop**

Any organizational member of CTSB may schedule a group/organization workshop, and receive training for its members on CTSB video production equipment. The primary contact person of the organization is responsible for contacting the Operations Coordinator to schedule these training sessions in advance. Such sessions must take place during CTSB regular business hours.

## **3. Individual training session**

Any Member of CTSB may request training on a specific piece of production equipment. Such training must be scheduled in advance through the Operations Manager, and training will be performed by a production technician, or the Operations Manager. Training on FIELD equipment must take place prior to sign-out of such equipment.

## **4. Member workshop**

From time to time, CTSB will offer series of workshops to its members. These workshops are publicized through mailings, newsletters, and on bulletin-board services seen on the access channels.

## **5. Reserving slots in training sessions**

- a. Any member workshop offered by CTSB is available to all members of the corporation in good standing, on a first-come, first-served, non-discriminatory basis. Members must call ahead or sign up in person to have their names placed on the sign-up sheet. Workshops may have limits on attendance or prerequisites; members should check with the Operations Coordinator in advance about these special conditions.
- b. Members are expected to call ahead if they must miss a workshop for which they are scheduled. Repeated no-shows for workshops may lose rights to attend future sessions.

## **6. Cost of Training Sessions**

There is no cost to members for training sessions offered by CTSB. Occasionally, CTSB will offer special workshops, which will require participants to pay attendance or materials fees.

### ***III. Reservation of Facilities***

#### **1. Overview**

CTSB facilities are scheduled for members on a first-come, first-served, non-discriminatory basis. Reservation of facilities must be performed by the Operations Coordinator. Members must consult with the coordinator to determine the appropriate

amount of time needed for the reservation. Reservations made through other CTSB staff without prior knowledge of the appropriate coordinator may be superseded or disregarded.

## **2. Producer Contract**

CTSB facilities, including the production studio, editing suites, and portable equipment, will be reserved for a member only after the Operations Coordinator has agreed to and received a signed producer contract. This means that only a program producer may reserve CTSB facilities. All reservation hours, used by any crew member, scheduled under a single producer contract, count toward the reservation limits stated below. Contract forms are available from the CTSB office.

## **3. Reservation Limits**

- a. Facilities will not be reserved more than 4 months in advance. Program producers are allowed to place up to the following number of hours on these respective schedules:

*Studio: 20 Hours*

*Editing: 12 Hours*

*FIELD Equipment: 72 Hours*

- b. Further, the following limits on simultaneous usage of CTSB facilities applies: Producers are limited to the use of one (1) facility (either studio or editing), at any one time, and within that one facility, limited to two (2) camcorders or one (1) editing suite at any one time, unless prior approval has been granted by the Access Production Coordinator AND the Station Manager.

## **4. Cancellations**

Program producers are required to give at least 24-hours' notice to cancel a reservation of an editing suite or equipment, and at least one week to cancel reservation of studio use. Cancellation without such prior notification given to the appropriate coordinator is considered a "no-show." Two "no-shows" per producer contract period will result in cancellation of the program, and the program producer may lose rights to reserve facilities in the future. Consideration will be given for unusual circumstances, at the discretion of the Operations Coordinator or Station Manager.

## **5. Late Arrivals**

Any member who is more than 15 minutes late for reserved time in a CTSB facility without prior notice will forfeit the entire block of reserved time to another party, on a first-come, first-served, non-discriminatory basis. Members who are late arrivals three times per producer contract period may lose rights to reserve facilities in the future. With prior notice, consideration will be given for unusual circumstances, at the discretion of the Operations Coordinator or Station Manager.

## **IV. Studio Use**

### **1. Overview**

The multi-cam production studio is used for productions that cannot be accomplished with FIELD equipment. In general, the studio and production control room (PCR) are used for three cameras, live or recorded television programming.

### **2. General Guidelines**

- a. Use of the studio is solely for the purpose of producing programming intended for cablecast on access channel(s) operated by CTSB. Any other use is considered a rental, and members will be charged according to the current Rate Card (see section, Rental of Facilities).
- b. Program producers must reserve studio time with the Operations Coordinator. The program producer is solely responsible for reserving studio time. See section, Reservation of Facilities.
- c. Producer must call the appropriate coordinator to confirm or cancel studio reservations at least one (1) week in advance of production. See the Producer Contract form for details.
- d. Program producer is responsible for their crew leaving the studio in the same or better condition than when it was first occupied. This includes returning cameras to a locked position in the correct area; wrapping and storing cables; storing and locking microphones; returning set materials to storage; and throwing out trash, papers, and other refuse.
- e. Misuse of equipment or facilities will not be tolerated. Program producers are responsible for damaged equipment, and will be expected to repair or replace damaged, lost or stolen equipment.
- f. Wiring and connections in the studio will not be changed except by the Operations Manager. Special wiring must be requested, approved, and performed by the Operations Manager.
- g. Absolutely no smoking, food or drink in the studio or production control room. Alcoholic beverages are not permitted on the premises, except for demonstration or use during a production. Such use must be approved by the Station Manager in advance.

### **3. Studio Crew**

- a. The program producer is responsible for assembling and confirming with the Station Manager that a crew of CTSB members is available to operate studio equipment. Anyone who operates CTSB equipment must be a member of CTSB, and must be trained in the proper operation of such equipment. Productions can be cancelled due to insufficient or unqualified crew members.
- b. Producer is required to submit a list of crew members, props, hosts and guests to the Operations Coordinator at least one week prior to any studio production, or to have a current list of members' names and phone numbers on file with the Producer

Contract. Producer is required to have at least five (5) crew members for every studio production. Instruction list must include subject matter.

- c. Producer, host, guests and crew must arrive at the studio at least one hour prior to the commencement of production to complete the pre-shooting checklist, found in the producer's agreement section of the Producer Contract.

## **V. *Editing Use***

### **1. Overview**

Editing refers to the use of post-production rooms, located in the CTSB building, for the purpose of creating programming intended for cablecast on an access channel operated by CTSB.

### **2. General Guidelines**

- a. Use of editing is solely for the purpose of producing programming intended for cablecast on access channel(s) operated by CTSB. Any other use is considered a rental, and members will be charged according to the current Rate Card (see section, "Rental of Facilities").
- b. Members must reserve editing time with the Operations Coordinator. The program producer is solely responsible for reserving editing time. See section, Reservation of Facilities.
- c. Members are responsible for leaving the editing suite(s) in the same or better condition than when it was first occupied.
- d. Misuse of equipment or facilities will not be tolerated. Producers of programs are responsible for damaged equipment, and will be expected to repair or replace damaged, lost or stolen equipment.
- e. Wiring and connections in the editing suites will not be changed except by the Operations Manager. Special wiring must be requested, approved, and performed by the Operations Manager.
- f. Absolutely no smoking, food or drink in the edit suites.
- g. CTSB Staff will perform all duplication of media including one copy for the producer of the show. Under no circumstances will editing or other production equipment be used for duplication, unless sanctioned and performed by staff.

### **3. Editing**

Due to the nature of computer-based non-linear editing, these additional guidelines apply for the operation, use and maintenance of any non-linear editing systems at CTSB.

- a. Hard disk space located on any non-linear editing system will be made available to program producers on a first-come, first-served, non-discriminatory basis, according to normal facility scheduling policy (see section, "Reservation of Facilities").
- b. Program producers are each allowed up to 1.5 hours of video and audio storage time on the hard disks (approximately 23 Gigabytes) with which to complete their program. Program Producer may be given special permission by the Operations

Coordinator, in conjunction with the Computer Technician, to exceed this limit, under certain circumstances.

- c. Program producers are each allowed to store video and audio data on the hard disks for up to thirty (30) calendar days. At the end of the thirty-day period, program producer will be contacted by the Operations Coordinator by telephone, and asked to complete the project and eliminate this data from the hard disks. Seven days after such notification, data will be deleted from the drives without further prior notice.
- d. CTSB reserves the right to remove any and all audio and video data from the editing systems and hard disks at any time. CTSB is not responsible for the integrity of video and audio data placed on the hard disks by program producers, and encourages all producers to retain copies of original video and audio materials.

## **VI. *Field Equipment Sign-Out and Use***

### **1. Overview**

EFP stands for "Electronic Field Production." When we refer to EFP equipment, we generally mean equipment which is portable and is available for sign-out by CTSB members for on-location video production.

### **2. General Guidelines**

- a. Use of Equipment is solely for the purpose of producing programming intended for cablecast on access channel(s) operated by CTSB. Any other use is considered a rental, and members will be charged according to the current Rate Card (see section, "Rental of Facilities").
- b. Members must reserve equipment for sign-out with the Administrative Coordinator. The program producer is solely responsible for reserving equipment. See section, Reservation of Facilities.
- c. Late arrivals for pickup of equipment will forfeit the reservation (see section, Reservation of Facilities).
- d. Late return of equipment (15 minutes or more) may result in member losing rights to sign out equipment in the future:

first offense: verbal warning

second offense: written warning

third offense: loss of rights to reserve equipment for 30 days

fourth and future offenses: loss of rights to reserve equipment for one year.

This clause will be strictly enforced especially when another member is delayed or prevented from signing out FIELD equipment because of late return.

- e. Member must allow time for the CTSB- approved procedure of sign-out and sign-in of equipment. The procedure may take up to fifteen minutes for sign-out and fifteen

minutes for sign-in. Equipment will not be processed without this procedure, no exceptions.

- f. Member is responsible for returning equipment in the same condition as when it was signed out. Misuse of CTSB equipment will not be tolerated. Member is responsible for damage to equipment while in their care, including repair or replacement.
- g. Member is responsible for returning equipment, cables, accessories, and other borrowed equipment to the proper storage places at the CTSB facility. As with studio equipment, cables should be wrapped properly; microphones must be returned to storage, etc.

## ***VII. Repair or Replacement of Damaged Facilities***

1. Member is expected to pay for the repair and/or replacement of any CTSB equipment that is returned in a damaged condition or is lost or stolen during the course of use, and to reimburse CTSB fully for damage to property or personal injury caused by the member during facility use.
2. Member agrees to reimburse CTSB for the actual costs incurred by CTSB for such damage, repair or replacement. The following considerations will figure into the actual costs: insurance deductible amounts; insurance reimbursements; and equipment depreciation.

## **RATE CARD**

The Rate Card lists all costs associated with the purchase and rental of facilities, services, and supplies at CTSB. The current Rate Card is available at the offices of CTSB upon request, and is subject to change.

## **DVDS AND DUPLICATION**

### ***I. Duplication Policy***

Duplication of program material for guests of programs, or any interested viewers, is not a free service of CTSB TV. Following are the rules governing duplication of recorded material at CTSB.

1. CTSB retains the right to telecast, duplicate, and distribute any program material produced by or with equipment that is owned by CTSB TV.
2. Producers are entitled to one free dub per program, per producer contract. The producer should provide the blank media or will be charged for the station stock. Any additional copies requested by the producer will be subject to rates stated on the current Rate Card.

3. Guests of programs, and other persons wishing dubs of programs produced at CTSB, must adhere to the current rate schedule applying to duplication.
4. When duplication is requested, persons should fill out a "Dubbing Request Form," available at the CTSB front desk, detailing the Program and/or episode number, the Producer's name, the date of air or production, and any other information describing the original master tape. This form should be submitted to any staff person, who will inform the person of the total cost involved.
5. CTSB Staff will perform all duplication. Under no circumstances will editing or other production equipment be used for duplication, unless sanctioned and performed by staff.
6. Duplication of programs will be performed on a first-come, first-served, non-discriminatory basis. Turn-around time for completion of dubs of CTSB programs is about one week after request is submitted. Person submitting duplication request is responsible for picking up and paying for media copies within two (2) weeks of being notified that the duplication job is complete. Copies not picked up within this time will be recycled.
7. Program producer must obtain all applicable copyright permissions prior to any duplication request, when necessary. CTSB is not liable for damages resulting from copyright infringement or for damage to any original or master tapes.
8. All rates and rules regarding duplication also apply to duplication to audio-only media (such as audiocassette or CD-R). Producers are responsible for providing recordable media for this purpose.

## ***II. Distributing to Other Access Centers***

1. Producers are responsible for providing media used to distribute programs to other access centers. Producers will be charged a fee for blank DVD stock, in accordance with the current Rate Card, to use CTSB DVDs for this purpose.
2. CTSB does not charge for the duplication of discs or files intended for cablecast at Northern Berkshire Community Television Corporation (NBCTC) or Pittsfield Community Television (PCTV), although the program producer is still responsible for purchase of the media. For copies to other access centers, standard duplication rates apply.
3. Producers are solely responsible for transporting or shipping tapes to other access centers.
4. Duplication of programs intended for other access centers will be performed on a first-come, first-served, non-discriminatory basis. Unless blank DVD stock is provided at the

time of studio production, such duplication will be completed in approximately one week.

## **RENTAL OF FACILITY**

### ***I. Overview***

Use of facilities owned and operated by CTSB is solely for the purpose of producing programming intended for cablecast on access channel(s) operated by CTSB. Any other use is considered a rental, and individuals will be charged according to the current Rate Card (see section, Rate Card.)

### ***II. Availability - Member Use***

Because facilities owned and operated by CTSB are primarily intended for use by members, priority is given to members for these productions. Facility rental will be deemed available based upon any current reservations by members, and CTSB makes no guarantees as to the availability of any particular facility prior to a Rental Agreement.

### ***III. Rental Agreement***

Individuals interested in renting CTSB facilities ("Facility Rental Client") will be required to sign a Rental Agreement, which details the terms of use of such facilities, including but not limited to the following:

#### **1. Maintenance and Upkeep**

Facility Rental Client is expected to exercise care in the use and upkeep of the equipment being rented.

#### **2. Full Payment in Advance**

Facility Rental Client will be expected to tender the entire amount of the expected cost of the rental agreement, PLUS a security deposit (see below) upon commencement of the agreement.

#### **3. Security Deposit**

A security deposit consists of an amount equal to the full value of the equipment being rented, or \$500, whichever is less. Security deposits are acceptable in the following forms of payment: cash; and major credit card transaction. Security deposits are entirely refundable upon completion of the Rental Agreement, assuming all equipment is returned in the condition in which it left the CTSB facility.

#### **4. Repair or Replacement of Damaged Facilities**

- a. Facility Rental Client is expected to pay for the repair and/or replacement of any rented equipment that is returned in a damaged condition or is lost or stolen during the course of a Rental Agreement, and to reimburse CTSB fully for damage to property or personal injury caused by the client and/or his associates during a facility rental.
- b. Client agrees to reimburse CTSB for the actual costs incurred by CTSB for such damage, repair or replacement. The following considerations will figure into the actual costs: insurance deductible amounts; insurance reimbursements; and equipment depreciation.

#### **5. Training of Users; Certification**

All Facility Rental Clients must be certified by CTSB staff in the proper use of any equipment rented under a CTSB Rental Agreement. Additional users may be certified, however, only certified users may use such equipment during the time of the rental agreement. Additional charges may apply for equipment training.

#### **6. CTSB Staff Involvement**

For certain facilities owned and operated by CTSB, the presence of a CTSB staff person may be required during the time of the rental agreement. Additional charges may apply for staff time and/or overtime. This will be determined by the Station Manager, and will be detailed in the Facility Rental Agreement. The use of CTSB staff as production personnel will be detailed in the Facility Rental Agreement.

#### **7. Retroactive Payment of Rental Costs**

Members producing programming intended for cablecast on an access channel operated by CTSB are not normally charged rental fees for the use of CTSB equipment. However, if it is determined that a member has used programming created in this fashion, which violates commercial programming guidelines contained herein (see section, "Programming: II-General Guidelines"), that member may be charged retroactively for the use of such equipment, based on rates shown in the Rate Card that was in effect during such use.

#### **8. Termination**

CTSB retains the right to terminate any and all Rental Agreements at any time, and to ask for the immediate return of equipment being rented.

## **VIOLATIONS OF POLICY**

### ***I. Overview***

CTSB reserves the right to revoke privileges of members who violate the rules and procedures contained in this manual. Depending on the nature and severity of the violation, such

revocation may include loss of privileges to use CTSB facilities and attend training workshops; expulsion from the facility; or loss of other privileges.

## ***II. Immediate Suspension and/or Revocation of Privileges***

Under extreme circumstances, CTSB staff reserves the right to immediately suspend membership privileges and/or expel a member (or any person) from the facility. These circumstances may include, but are not limited to, the following: flagrant violations of policy; theft or criminal acts; willful damage of property; malicious and wanton destruction.

## ***III. Process of Notification***

A member will be notified of a violation of these rules and procedures by the Station Manager, or appropriate CTSB staff member, in the following manner:

### **1. Verbal Warning**

Upon first offense, the member will be informed that he/she has violated a policy contained in this manual, be shown exactly which policy was violated, asked to correct the problem, and warned not to violate the policy again.

### **2. Written Warning**

Upon second offense, the member will be delivered a written warning, detailing both the current violation and previous violation(s), and detailing the section(s) of this manual where the violation(s) occurred. The member will be warned in writing that this will be the last warning given before revocation of privileges occurs.

### **3. Revocation of Privileges**

After all warnings have been given and/or delivered, and the member continues to violate rules and procedures contained in this manual, the Station Manager may choose to revoke some or all of the member's privileges at CTSB, and may choose to take further legal action for full recovery and restitution for any losses suffered by CTSB, Inc.

## ***IV. Rights for Due Process***

Members have a right under this manual of rules and procedures to contest any decision by CTSB Staff, which results in a revocation of membership privileges (For the details of this procedure, see section, "Policy Complaint Procedure" at the end of this document).

## **POLICY COMPLAINT PROCEDURE**

To protect due process rights of individuals, any action by the Station Manager or Operations Coordinator can be appealed in the following fashion:

***I. Meeting***

The member may request a meeting, in writing, with the Station Manager. Letters should be addressed to: Station Manager, CTSB, 40 Limestone Road, Lee, MA 01238. The Station Manager will meet with the member and appropriate CTSB staff persons to work toward an appropriate solution.

***II. Hearing before the Program & Policies Committee***

If the complaint is not resolved to the satisfaction of the member, the member may request a hearing, in writing, with the CTSB Board of Directors. Letters should be addressed to: President, CTSB Board of Directors, 40 Limestone Road, Lee, MA 01238. The Committee will set a mutually agreeable time for a hearing, which will include the member, the CTSB Station Manager and appropriate staff persons.

***III. Hearing before the Full Board of Directors***

If the complaint is not resolved to the satisfaction of the member, the member may request a hearing, in writing, with the full CTSB Board of Directors, at its next regular meeting. Letters should be addressed to: President, CTSB Board of Directors, 40 Limestone Road, Lee, MA 01238. If the Board of Directors decides by simple majority to uphold the decision(s) of the CTSB staff, the member in question may not ask the Board of Directors to review this case again for a period of one (1) year.