

Chelmsford TeleMedia Corporation Programming Policies and Procedures

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I. INTRODUCTION

Chelmsford TeleMedia (CTM) is managed by the nonprofit Chelmsford TeleMedia Corporation. CTM operates the public, educational, and governmental (PEG) access channels on the cable television system in Chelmsford, Massachusetts. As part of this responsibility CTM will provide:

1. Training and technical assistance in the use of cable television production equipment
2. Access to production resources
3. Cablecast time on the public, educational, and/or governmental access channels

These resources are available for the production and presentation of programming of interest to the Chelmsford community. Residents of Chelmsford, as well as organizations and institutions within or affiliated with the town, are welcome and encouraged to use these resources. The nature of access programming is that everyone in the community has equal access to the facilities and channel time.

II. MEMBERSHIP

In order to gain access to production resources and training, a person must become an Access Member by:

1. Showing proof of Chelmsford residency; or
Working at or attending any school in Chelmsford; or
Being affiliated with an organization serving Chelmsford, provided the prospective Access Members is directly affiliated with the Chelmsford branch/chapter in the case of regional, state, or national organizations; and
2. Signing a STATEMENT OF COMPLIANCE with these policies and procedures.

An identification card, issued by the General Manager, will verify the Access Member's right to use CTM equipment and is an acknowledgment of the Member's familiarity with and acceptance of these policies.

A list of all CTM Access Members including names, addresses, and phone numbers will be posted at all times. Each member is responsible for the accuracy of information provided.

Access Members must not misrepresent themselves as employees of CTM or as representing CTM. Such actions will result in immediate suspension of all privileges

A. Becoming a Member

All persons, businesses, organizations, institutions, corporations, and other entities in the Town of Chelmsford who subscribe to the purpose of the Corporation will be eligible become members of the Corporation. Membership can be obtained by going to the Corporation website located at www.chelmsfordtv.org and registering. The term of station membership is one year. Members of the Corporation are entitled to receive occasional email newsletters of station activities and vote in the annual elections of Corporate directors.

B. Becoming an Access Member (Volunteer)

Members of the Chelmsford TeleMedia Corporation who wish to become involved in station operations such as camera operations, the production and editing of TV programs, or borrow CTM equipment must register each year as an Access Member. The preferred method is to hit the “New Access Member” button when registering for membership and then check the appropriate areas of interest. Completing a written “Member/Access Member Registration” form, available at the CTM premise, is also supported.

Following the guidelines established by the Chelmsford School Department, active members who regularly come to the CTM studio during school hours will be required to pass a CORI (Criminal Offender Registration Information) background check. Paper copies of the CORI application form may be obtained from CTM staff. Completed copies of the CORI application should be sent the Chelmsford School Department. The CORI check will be required upon the initial registration and every 2 years thereafter. Access members will then be provided with CTM staff training appropriate to their area of interest.

A list of all CTM Access members including names, street and email addresses, and phone numbers will be posted at all times. Each member is responsible for the accuracy of information provided.

Access Members must not misrepresent themselves as employees of CTM or as representing CTM. Such actions will result in immediate suspension of all privileges

III. TRAINING AND WORKSHOPS

Any Access Member of CTM is eligible for training. Workshops or training covering basic television production and field, studio, and post-production techniques may be made available on an ongoing basis. These will be given under the direction of the CTM staff or a qualified person approved by the CTM Board of Directors.

IV. VOLUNTEERS AND INTERNS

CTM relies heavily on the services of volunteers. Access members are encouraged to volunteer during and after their training/certification. Individuals who are not Chelmsford residents or otherwise affiliated with the Town and unable to become Access members may volunteer if they have sufficient video production skills and are working on a specific program under the guidance or approval of the CTM staff. High school and/or college students are encouraged to intern on a credit or noncredit basis. Volunteers and interns planning to provide more than incidental visits to the CTM studio during school hours will be subject to CORI checks administered by the Chelmsford School Department and will be registered in the CTM Member database.

V. CTM MESSAGE BOARD

The CTM Message Board is produced by CTM as a service to the Chelmsford community. The CTM Message Board is classified as an Origination Program. (An Origination Program is defined as any program produced by the professional staff of CTM. CTM is responsible for the content of all Origination Programming.)

CTM is the moderator of the CTM Message Board and reserves the right to accept/reject any message submitted for inclusion on the board.

The following criteria *may be* used by the moderator of the CTM Message Board:

Messages may be accepted from individuals and non-profit organizations

Commercial advertising messages will not be accepted

Organizations must be able to prove non-profit status

Political campaign messages (such as “Jane Doe asks for your Vote,” “Vote for John Doe,” etc.) will not be accepted.

Dated campaign events (such as candidate fundraisers and meet’n’greet) will be accepted. Messages for dated campaign events may include campaign colors and graphics but not campaign messages.

Messages for all dated events will be deleted from the Message Board as soon as the date of the event has passed.

VI. PROGRAMMING: LEGAL AND TECHNICAL REQUIREMENTS

A. Content

Access members are fully responsible for the content of their program material. Presentation of the following is prohibited:

1. Any commercial advertising.
2. Any material that constitutes libel, slander, obscenity, excessive violence, incitement, invasion of privacy, publicity rights, or false and misleading advertising
3. Any use of trademark or copyright that violates local, state, or federal law
4. Any material produced outside of CTM without proper local endorsement by a sponsoring Access Member, Chelmsford resident, or Chelmsford agency or organization
5. Any lottery or lottery material

B. Adult Content

Producers will be asked if there is adult content in the programming submitted to CTM for cablecast. If there is such content:

1. The producer will have to certify in writing to CTM that such programming does not violate applicable federal, state and/or local laws.
2. CTM shall have the right to cablecast such programming during a late time slot.

3. Producers will be required to place an adult content advisory notice before the start of such program.
4. Producers shall indemnify CTM for any liability that might be incurred because of such programming.

C. Ownership

Access members retain sole ownership and copyright of programs they have produced, provided said programs are cablecast at least once on an appropriate Access channel.

Access members may keep the master media copy of their program. However, if a CTM media is used for the master, a blank media copy of similar quality and condition must be returned to or purchased from CTM.

CTM has the right to maintain a copy of any program. CTM also has the right to cablecast the program an unlimited number of times and to use same for any promotional purposes related to CTM. The CTM staff will publicize single programs and series in a variety of ways (i.e. newspaper, electronic bulletin board, etc.). All Access members are encouraged to promote their own cablecasts through any means available to them.

All necessary permissions for the use of copyrighted material, clearances, and release forms must be in order and available upon request.

D. Sponsorship And Credits

Commercial advertising is strictly prohibited. However, acknowledgment of funding or underwriting by businesses, organizations or grantors providing monetary or other assistance in the making of the program may be included in the program credits.

Regardless of membership status, any Chelmsford resident or Chelmsford nonprofit, civic, religious, educational, or governmental organization may request time for the cablecast of a pre-recorded cable television program (or programs, if a series), even if produced without the use of CTM equipment or facilities.

The program's sponsor must make this request using a Sponsorship and Compliance Agreement, which must be signed and dated when submitted. The Agreement is located on the "Governing Documents" page under the "About" tab on the www.chelmsfordtv.org home page. The sponsorship of ongoing series must be renewed at the time of annual membership renewal.

Such requests will ordinarily be granted by the General Manager, provided that appropriate clearances have been obtained and that a visual message of endorsement is included before and after the program. This message must include the endorser's name and local address and may also include the phone number. It must also state: "The views expressed in this program do not necessarily represent those of CTM, nor is CTM responsible for the program's content." The endorser's name, local address, local phone number, and signature must be on file at CTM prior to the cablecast.

Access members using CTM facilities or equipment must acknowledge Chelmsford TeleMedia Corporation in their program credits. However, at no time is CTM to be listed as the producer of said program.

E. Underwriting And Grants

Access members may accept contributions of money or materials to be used for programming. However, the member must disclose, in writing, all funds received and expended in the production of a specific program or a series of programs.

Contributions may also be given to an Access-qualified organization or company for use in the production of a specific program or series of programs. However, the recipient must disclose, in writing, all funds received and expended in the production of a specific program or series of programs.

Access members who have received grants toward the creation or production of programming must disclose, in writing, the source and amount of said grant prior to the program's cablecast. For grants in excess of \$500, Members must contribute 10% of the amount to Chelmsford TeleMedia Corporation.

F. Technical Specifications

Programs to be cablecast must meet certain minimum technical standards. The program must also display, either at its beginning or conclusion:

“The views expressed in this program do not necessarily represent those of CTM, nor is CTM responsible for the program's content.”

G. Copies Of Programs

Access members are allowed to make one copy of programs they have produced with CTM equipment. Additional copies can be made for \$10.00 each. Other programs may be duplicated (only with written approval of the original producer) for \$10.00 per copy.

VII. PROGRAMMING: SPECIAL CASES

A. Political Campaigns

Political candidates are subject to the same policies and regulations as are other users of the PEG Access channels. Paid political announcements are considered commercial in nature and thus excluded from the channels. Compliance with any election laws applicable to the candidate is the sole responsibility of the candidate. CTM does not have the responsibility, or even the capability, to edit programs in order to verify compliance with such laws. Other election-related programming produced by CTM may be undertaken at the discretion of the station's General Manager.

B. Religious Organizations

The production and cablecasting of religious services and other church-sponsored events is permitted.

C. Commercial Projects

Agencies wishing to lease CTM space or equipment for commercial or other projects not related to Access programming may do so, at the General Manager's sole discretion, providing these policies and regulations are adhered to and subject to the following additional conditions:

1. Prior approval of the Board of Directors of Chelmsford TeleMedia Corporation is required for rental of the studio and/or truck. Other equipment rental is at the discretion of the General Manager.
2. Equipment, space, and staff availability. The General Manager's primary responsibility is to accommodate Access members, and their needs take precedence over any and all commercial projects. A CTM staff member must be present for all shooting and/or editing sessions, the wage for whom must be borne by the producer.
3. Proof of adequate insurance against liability and property damage.
4. Other conditions as deemed necessary by the General Manager.

Rates for the commercial use of staff and the lease of the studio and/or equipment are established by the General Manager.

VIII. PROGRAM SCHEDULING

Program time slots for cablecast on the public Access channel(s) are available on a first-come, first-served basis subject to the resources of CTM. The General Manager has the right to determine appropriate scheduling. Scheduled programs may be preempted by live cablecasts.

A. Single Programs

Access members requesting single program time should submit a Request for Channel Time at least two weeks in advance of the time requested. The media should be received by the CTM staff at least two days before the cablecast date. Scheduled programs may be preempted.

B. Series

Access members are encouraged to produce a series of programs. Requests for series must meet the following conditions:

1. Access members must make consistent use of their time slot with new material. Programs may be rerun only once during the same time slot and still be considered new material. Access Members are encouraged to rerun programs at other time slots.
2. A Request for Channel Time must be submitted at least three weeks in advance of the first program.
3. The studio may be reserved up to three weeks in advance for non-live programming. For live series programming the studio will be scheduled for the duration of the series.
4. The media must be received by the CTM staff at least two days before the cablecast date

IX. FIELD-PRODUCTION RESOURCES

A. Equipment Reservations

Access members may reserve portable production equipment on a first-come, first-served basis. (Use of the production vehicle and its contents is excluded.) The equipment is to be used exclusively for making programs to be cablecast on the Chelmsford Access channels.

Access members wishing to reserve equipment should file their program production schedule in person with the CTM staff before their first equipment reservation. The amount of equipment available for a given request will be determined by the CTM staff, based on the experience level of the equipment member, their needs, the needs of others, and the equipment-repair schedule.

Equipment may be reserved no less than 1 day and no more than three weeks in advance.

Access members may make a maximum of eight reservations per finished program. The maximum reservation for portable equipment is 48 hours per week (two 24-hour periods).

Back-to-back reservations may be made but are not guaranteed. Special arrangements may be made with the approval of CTM staff.

B. Equipment Pickup, Use, And Return

Access members must fill out and sign the Equipment Reservation form. Upon completion a CTM staff member will initial and post the reservation. The member's valid ID card must be shown at check-out time if requested by the staff member. Hours for pickup will be determined by the CTM staff.

Equipment must be picked up by the Access member who reserved same, unless alternate arrangements have been approved in advance by the CTM staff. It is recommended that Access members set up and test equipment before leaving the building.

Access members will at no time leave equipment unattended or unsecured. Equipment may not be used in hazardous situations without prior approval of the CTM staff.

Equipment must be returned at the time indicated on the Equipment Reservation Form; hours for equipment return will be scheduled by the CTM staff. Access members must set up and test all equipment upon its return to assure that it has been returned in proper working condition and in the same condition as when picked up. Any lost or damaged equipment must be reported at this time, and Access members must replace all lost or missing equipment signed out to them. A CTM staff member must sign off on the return.

Access members are responsible for notifying the staff if there are any problems with the equipment. Burned out lamps (bulbs) from lighting kits must be returned or Access member will be charged the cost of the replacement lamp. Access members cannot borrow additional equipment until all items have been returned in good working order and in the same condition as when picked up

X. POST-PRODUCTION (EDITING) RESOURCES

Access Members may reserve editing facilities on a first-come, first-served basis. The equipment is to be used exclusively for making programs to be cablecast on the Access channels. Members wishing to reserve equipment should file their program's production schedule with the CTM staff before their first reservation.

Editing time may be reserved no less than 1 day and no more than three weeks in advance. Access Members may have unlimited use of viewing and media logging facilities as per availability. When Access Members use the editing facility, they must sign-in, and sign out upon completion.

No changes in the editing equipment configuration or wiring are allowed. The CTM staff will consider a legitimate request for such a change on a case-by-case basis. Only CTM staff may rewire or reconfigure any part of the facility.

XI. STUDIO PRODUCTION

Access Members may reserve studio time on a first-come, first-served basis. The studio is to be used exclusively for making programs to be cablecast on the Access channels, unless specific arrangements are made in advance with the General Manager. Producers are encouraged to fill out the Producer's Pre-production Form on line or with the staff at least two days prior to each studio shoot. Studio time may be reserved no less than three days and no more than three weeks in advance.

All studio productions and crew must be approved by a CTM staff person. Crew position assignments are the responsibility of the Producer. Producers and Crew must consult with the staff before changing the wiring, connections or bringing in accessories.

Certain studio areas may be posted as off limits.

Crew meetings before and after each studio shoot are highly recommended and in some cases may be required at the sole discretion of the General Manager.

All props and sets must be removed immediately after each studio use. Time for this and a thorough cleaning should be taken into account during the reserved time.

XII. FACILITY UPKEEP

Access Members are expected to clean up after themselves each time they use CTM equipment and property. Eating and drinking are allowed only in designated areas. Smoking is not permitted.

CTM provides limited props and materials for stage sets. Members may make arrangements to store sets and/or additional props for no more than 48 hours. CTM is not responsible for damaged or stolen props or sets.

XIII. CANCELLATIONS

Access Members must give 24-hour notice when canceling any reserved use of CTM facilities, channels, or workshops. If an Access Member is more than 30 minutes late without prior notification, the reservation will be canceled.

XIV. RESPONSIBILITY

Access Members are responsible for all the CTM facilities and equipment used by them. This includes responsibility for the actions of guests, assistants, and others.

CTM is not responsible for lost, stolen, or misplaced media stored at the facility. Access Members should assume total responsibility for the safety of their media.

In the event that an Access Member's media is damaged by CTM staff or equipment, said media will be replaced with a blank media of equal or greater value. Except for such replacement of media, there is no further warranty made by CTM or liability to CTM for any loss damage or injury sustained by the Access Member. Therefore, CTM strongly recommends all Access Members keep duplicate copies of all media.

XV. INSURANCE

Access Members are responsible for all CTM equipment signed out to them. All CTM equipment is insured. However, in order for the insurance company to honor a theft claim:

1. A police report must be filed in the city or town in which the theft occurred;
2. Equipment cannot have been left unattended or unsecured;
3. There must be proof of unauthorized forcible entry into the vehicle or location of theft; and
4. Equipment must not have been left in a car overnight.

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

XVI. VIOLATIONS

In order for these policies and regulations to be effective and to keep operations running smoothly, a monitoring system has been instituted. There are two types of rules which, if violated, can result in restrictions placed on the Access Member. The General Manager or duly designated CTM staff members are authorized to issue warnings and suspensions.

A. Major Violations

Major violations will result minimally in an immediate 90-day suspension of membership. These include, but are not limited to:

1. Unauthorized commercial, personal, or for-profit use of CTM facilities, equipment and/or use of channel time

2. Access Member misrepresenting themselves as CTM staff, employee, or a member of the Board of Directors
3. Falsifying CTM and /or related forms
4. Taking or reserving equipment without CTM staff permission
5. Abuse and/or neglect of CTM property and equipment
6. Attempted self repair of CTM equipment
7. Any unauthorized use of CTM equipment or property without CTM staff permission
8. Use of unauthorized stairways, corridors, doors, and elevator within the Parker School complex.
9. Verbal or physical abuse of CTM staff or other Access Members
10. Stealing CTM property and/or equipment

B. Minor Violations

Minor violations may include but are not limited to:

1. Failure to cancel a reservation in accordance with Section XIII.
2. Late pickup or late return of equipment without notification and approval
3. Mishandling of equipment
4. Eating or drinking in restricted areas
5. Smoking anywhere within complex
6. Failure to clean up after using CTM premises
7. Handling restricted CTM property or equipment
8. Entering off-limits areas without prior approval of the CTM staff

Minor violations within the calendar year will be dealt with as follows:

1. First violation: written warning
2. Second violation: 30-day membership suspension
3. Third violation: 90-day membership suspension

C. Appeals

Access Members are encouraged to resolve difficulties at the CTM staff level. Any Access Member wishing to review a decision of the CTM staff may file a written request for a hearing before the Board of Directors of Chelmsford TeleMedia Corporation.

XVII. RIGHT TO REFUSE

CTM 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 in any manner with the orderly conduct of business.

XVIII. INDEMNIFICATION

Access Members shall indemnify Chelmsford TeleMedia Corporation and save it harmless from and against any and all claims, actions, damages, liability and expense in conjunction with personal injury and/or damage to property arising from the use of CTM property, equipment, or use of CTM's premises or any part thereof occasioned wholly or in part by any act or omission of an Access Member.

XIX. WEBSITE PROTOCOLS

CTM supports program streaming from its corporate website and allows linkage from remote websites to programs stored on the CTM server.

CTM endeavors to keep government meetings (e.g. Selectmen, School Committee, Town Meeting) online for one full year.

CTM endeavors to maintain the current version of a regularly scheduled program and four previous versions of the currently scheduled series program on the corporate website.

CTM accepts no responsibility to notify series program producers or remotely linked websites prior to the removal of any program from the CTM server. CTM is not responsible for the content video-streamed from its website.