

Northampton Community Television

Rules And Policies

June 2008

v. 1.5

NORTHAMPTON COMMUNITY TELEVISION
RULES AND POLICIES MARCH 2007

Contents

I.	NCTV	p. 3
II.	Statement of Purpose	p. 3
III.	Role of NCTV Staff	p. 3
IV.	Location	p. 3
V.	Membership	p. 4
VI.	Training and Certification	p. 5
VII.	Videotape Format and Policy	p. 5
VIII.	Access and Use of Facility and Equipment	p. 6
IX.	No-Shows on Scheduled Equipment Time	p. 8
X.	Technical Requirements	p. 8
XI.	Program Content Rules	p. 8
XII.	Channel Time Request and Cablecast Procedures	p. 9
XIII.	Political Programming	p. 10
XIV.	Program Promotion	p. 10
XV.	NCTV Community Bulletin Board	p. 11
XVI.	Underwriting and Grants	p. 11
XVII.	Rules of Conduct	p. 12
XVIII.	Violations of Policy	p. 13
XIX.	Harassment Policy	p. 14
XX.	Discrimination Policy	p. 14
XXI.	Sexual Harassment Policy	p. 14
XXII.	Grievances and Appeals	p. 17
XXIII.	Facility Rental	p. 17
XXIV.	Elastic Clause	

p. 18

Acknowledgment of Rules and Policies	p. 19
--------------------------------------	-------

I. NCTV

The mission of Northampton Community Television is to serve as a model community access organization providing programming and educational opportunities to the community through all means technologically available.

Northampton Community Television (also known as NCTV) is an independent, non-profit organization governed by a board of directors from the Northampton community. The purposes and powers of NCTV are set forth in the Articles of Organization for Northampton Community Television, filed with the Office of the Secretary of State of the Commonwealth of Massachusetts. The details of corporate governance and organization of NCTV are set forth in the By-Laws of Northampton Community Television. Copies of the Articles and By-Laws are available from the corporate Secretary upon request. The access corporation is financed by program underwriting, sponsorship, member fees, donations and negotiated franchise fees.

NCTV will provide residents of the City of Northampton, MA with the widest possible range of diverse community-produced television programming available. access to channels, origination facilities, production studios and equipment.

NCTV will train the residents of the City of Northampton, MA in the proper use of television equipment, educate them in television techniques and will provide access to channels, origination facilities, production studios and equipment.

NCTV will provide the means for individuals and organizations to engage the community, stimulate public conversation, and promote a flourishing marketplace of ideas. NCTV welcomes divergent views.

II. Statement of Purpose For The Rules and Policies of NCTV

NCTV policy decisions are made by its Board of Directors, pursuant to the NCTV Articles and By-Laws. The NCTV Board appointed an Executive Director to set day to day procedures which would further the purposes of policy and power reserved to the Board by the Articles and By-Laws. These Rules and Policies are designed to set predictable procedures and standards for training, scheduling, and access to the production and presentation of quality programming on NCTV, its hours of operation, and the setting of attendant fee schedules and fees for services for raising revenues to support NCTV operations so that NCTV can be self-sustaining. To the extent that there may be any unintended conflict between these Rules and Policies and the corporate Articles or By-Laws, the Articles and By-Laws will take precedence.

III. Role of NCTV Staff

NCTV staff provides technical assistance to community members and are responsible for the day-to-day operation of the facility. The Executive Director reports to the Board of Directors. The primary role of NCTV staff is to train community producers, maintain equipment and facilities, schedule programming and equipment, and bring community volunteers together in an environment that will foster the best use of public access television. The management of the corporation reserves the right to schedule equipment and the facility as needed to perform operational requirements.

IV. Location

NCTV is located at 380 Elm Street, Northampton, MA 01060, in the back of Northampton High School.

V. Membership

A. NCTV is open to any person or institution that pays an annual NCTV fee.

Northampton Resident	\$30.00
Non-Resident	\$40.00
Northampton Resident Under 18 or Over 65	\$20.00
Non-Resident Under 18 or Over 65	\$30.00

Household memberships allow all members living at the same address to enjoy the full benefits of NCTV membership.

Northampton Household	\$60.00
Non-Northampton Household	\$90.00

Institutional memberships are reserved for organizations with federal tax identification numbers. Institutional memberships allow those institutions to designate 5 NCTV members from within their organization.

Northampton Institutional	\$100.00
Non-Northampton Institutional	\$150.00

B. NCTV Members. Candidates who pay an annual fee qualify to receive training and are called NCTV Members. Minors require a parent or legal guardian to authorize their NCTV Member status. Proof of age, Northampton residency, or local taxpayer status may be required.

C. Benefits:

- Attend some NCTV workshops to gain NCTV Producer status.
- Reserve channel time on NCTV for cablecast.
- Vote at NCTV Annual Meeting.
- Receive NCTV e-newsletters
- Enjoy reduced rates on videotapes and other discounts.

D. NCTV Producers. NCTV Producers are eligible to become certified in the use of a variety of NCTV equipment including but not limited to studio cameras, EFP gear, lighting, edit stations, and control room equipment. The use of such equipment requires that NCTV Producers meet the requirements of the particular workshops that pertain to that equipment. Some workshops may entail additional fees. In this way, NCTV Members become NCTV Producers in various categories.

E. As an alternate method of payment, a number of opportunities will be made available for reduced rates on both annual membership and workshop fees in exchange for volunteer time.

VI. Training and Certification

- A. Eligible members may enroll in workshops on a first-come, first-serve basis. Members can enroll in basic training workshops after attending an Orientation session. Enrollment in intermediate and advanced level workshops may require prior attendance at a specified basic workshop.
- B. Attendance at all meetings of a workshop, in the sequence given, is expected. Failure to attend may result in being dropped from the workshop.
- C. An NCTV Producer must become certified in the use of equipment to be entitled to use the equipment. To become certified, an NCTV Producer must pass a certification exam at the end of the training workshop and may be required to complete projects or service time relevant to that certification. A member who has been certified to use NCTV equipment is called an NCTV Producer certified in that equipment.
- D. By virtue of extensive television/communication experience, a NCTV Member may receive certification by passing certification exams without having taken a workshop.
- E. Workshops are nonrefundable. Members who have enrolled in a workshop and do not complete the workshop are not entitled to a refund.

VII. Videotape Format and Policy

- A. Videotape. NCTV will provide videotape stock free of charge to certified producers for a program master and a producer copy only. This master will be the property of NCTV. The community producer must purchase all production tapes for raw footage. New videotape, at a reduced rate, will be available to all certified producers.
- B. Retention and use of tape
 - 1. The master will be kept in the NCTV tape library for 2 months. A master may be kept longer depending upon program content and availability of storage space. NCTV reserves the right for unlimited distribution of the production over an NCTV network. NCTV reserves the right to duplicate the program for NCTV purposes including for air copies and dub requests. The tape will not be duplicated and lent out to other cable access stations for airing without the producer's permission.
 - 2. If footage produced or edited at NCTV is at any time sold, rented, or brings in any money to the producer, NCTV is entitled to 20% of all moneys received.
 - 3. NCTV is not responsible for raw footage left at the facility.
- C. Ownership Rights
 - 1. The copyright for programs produced by NCTV specifically for regularly scheduled NCTV programming shall be retained by NCTV. This includes the right to distribute the program to other cable systems.
 - 2. The copyright for programs produced by NCTV producers using NCTV equipment will be retained by the NCTV Producer. This includes the right to distribute the program to other cable systems. However, NCTV has the right to make dubs of the

program for fees and retains the right for unlimited distribution of the program on an NCTV network.

VIII. Access and Use of Facility and Equipment

A. Authorized Use

1. NCTV equipment and facilities are available for use by any NCTV producer who is certified by NCTV staff through training.
 2. NCTV equipment and facilities are to be used for producing programs for distribution on NCTV. (Unless a rental agreement is entered into.)
- B. Use of production equipment and studio facilities is scheduled on a first-come, first-served, non-discriminatory basis. However, no one individual or group may monopolize equipment, and the Executive Director may take whatever actions deemed necessary to rectify such a situation.
- C. Access users under the age of 18 must have a signed consent form from a parent or legal guardian who accepts responsibility for the equipment or facility and its use by the minor.
- D. NCTV will not be responsible for the personal property of people using the NCTV facility.
- E. Producers must identify themselves only as volunteer public access certified producers, and not as staff, employees, or in any way as official representatives of NCTV.
- F. Users are responsible for loss or damage due to theft, negligence, or abuse of equipment while it is checked out to them. All fees in connection with repair, replacement or service must be paid in full or a payment schedule agreed upon with the Executive Director before any further equipment or facility use will be allowed.
- G. Any equipment or personal property used at NCTV must be used in such a manner as to not create a hazard.
- H. Certified producers are responsible for the behavior and actions of their guests, talent, and others in attendance and require their guests comply with these policies.
- I. To use field equipment, the studio, or edit suites the producer and all crew must be certified in that field equipment, studio, or edit suite.
- J. Reservations for field equipment and edit suite use should be made a week in advance. Reservations for studio use should be made two weeks in advance.
- K. Equipment Use
1. All equipment must be checked-in and out by NCTV staff.
 2. Equipment checkout forms must be filled out accurately and completely and be signed by the user.
 3. It is suggested that users set up and test equipment before removing it from NCTV. Failure to do so will be the user's responsibility. The return of damaged or broken equipment will be the responsibility of the NCTV Producer who checked out the equipment.

4. Users must report any problems or breakage when returning equipment.
5. Normally equipment may be used for no more than 24 hours or one weekend unless the Executive Director or Access Coordinator grants permission.
6. No more than one camera out per certified producer, unless otherwise approved by the Executive Director or Access Coordinator.
7. Equipment must be returned on time and by the access producer who borrowed it. Failure to return equipment promptly will result in a warning. Subsequent late returns shall result in loss of privileges.

L. Studio and Facility Use

1. Live studio production will require supervision.
2. Studio productions are to be scheduled during regular NCTV station operating hours unless the Executive Director or Access Coordinator grants special permission.
3. NCTV reserves the right to pre-empt a scheduled studio production for another activity or production of special or timely value.

M. Scheduling:

1. Certified producers must complete a Program Proposal form before scheduling equipment or facility usage.
2. Equipment requests should be scheduled a minimum of one week prior to the actual date of intended use. These bookings will be made after the Program Proposal has been approved. Only the producer named in the Program Proposal can make bookings.

N. The order of priority for resolving scheduling conflicts is as follows:

1. NHS Production During School Hours
2. Production Workshops
3. Productions
4. Rehearsals or Crew meetings
5. Facility Rental

O. Staff must be notified when producer is finished with the studio or editing suite.

P. Care of Equipment and Facilities:

1. Individuals using NCTV equipment and facilities will not tamper with or change any wiring or components. Producers should not alter equipment settings outside the scope of their NCTV training. **No attempt should be made to repair or work on equipment.**
2. All equipment defects, damages, and problems should be reported to NCTV staff upon check-in.
3. No food, drink, or smoking is allowed near equipment at any time either on NCTV premises or in the field.
4. Equipment may not be kept in a car overnight, or exposed to elements, which could cause equipment failure.

5. Users are expected to keep NCTV facilities in a clean and neat condition:
 - a. Equipment, props, tapes, scripts, etc. should be removed or put away at the end of the session. Cables should be wrapped properly. Power should be turned off and floors swept.
 - b. Repeated failure to clean up properly and on time will result in loss of privileges.

IX. No-Shows on Scheduled Equipment Time

- A. Cancellation of equipment and facility reservations must be made 24 hours in advance, except in cases of emergency. A user whom is more than 60 minutes late picking up equipment and who has not contacted NCTV in this period of time will be considered a "no show" and the equipment may be released to another person. Once the facility or equipment has been released to another producer, the person using it cannot be bumped.

X. Technical Requirements

- A. All NCTV programming must conform to standard NTSC signal formats and quality controls.
- B. Programs should start with 30 seconds of color bars, followed by 15s of slate, a countdown, the program, and at least 30s of black after the program.
- C. Standard program lengths on NCTV are 28:30, 58:30, or 118:30. Exceptions may be made by the Executive Director.

XI. Program Content Rules

- A. The producer of the program accepts all responsibility for the content of the program and must agree to hold harmless and indemnify NCTV staff, volunteers, Board of Directors, The City of Northampton, and Comcast Cable.
- B. At the discretion of NCTV all productions shall carry the following tag:

"NCTV and the City of Northampton are not responsible for the content of this program."
- C. At the discretion of NCTV all productions using NCTV facilities and/or equipment shall carry the following full-page credit at the end of the program:

"Production facilities provided by Northampton Community Television."
- C. NCTV may require that an appropriate additional disclaimer be included at the beginning and during other sections of programs with certain content such as but not limited to political content, reenactments, violent material, adult language, or sexually explicit material. NCTV reserves the right to determine all time slots for all programming and such content will be a determining factor in scheduling.
- D. Presentation of the following material on the community access channel is prohibited:
 1. Any program that is commercial in nature including but not limited to qualitative or comparative claims, direct inducements to action, and overly promotional material.

2. Any material that is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations, or promises.
 3. All advertisement of (or information concerning) any lottery, gift, enterprise, or similar scheme offering prizes dependent in whole or part, upon lot or chance; or any list of prizes drawn or awarded by means of such lottery, gift enterprises or scheme, whether list contains any part or all of such prizes.
 4. Libelous or slanderous material.
 5. Material that constitutes an invasion of privacy.
 6. Material that is obscene according to state or federal laws.
- C. Obtaining personal releases and copyrights is the responsibility of NCTV producers, not NCTV. Anyone producing programs in a normal classroom setting in the Northampton Schools must have on file at NCTV a signed copy of a release form that covers each student.
- D. All programs must adhere to copyright regulations.
- E. All programs may be referred to the NCTV Board of Directors and to legal counsel by the NCTV Executive Director for a ruling as to whether they violate these content rules.

XII. Channel Time Request and Cablecast Procedures

A. Requests for Cablecast:

1. All requests for channel time on NCTV will be processed on a fair and equitable basis.
2. Programs produced by NCTV Producers for NCTV, with an approved Program Proposal Form, are eligible for submission via a Request for Cablecast form, which must be filled out and signed prior to the program's being cablecast.
3. Programs produced outside NCTV may be cablecast if they meet the technical and legal standards specified in this document and only if submitted by a sponsor who is a NCTV Member. The local sponsor must submit a Program Sponsorship Form.
4. Outside programming may be scheduled via the approval of the Executive Director, who will consider both the relevancy and demand for such programming in the Northampton community.
5. Programs submitted for cablecast will be allowed one cablecast. Subsequent showings will be scheduled at the discretion of the staff.
6. NCTV reserves the right to reject any program for cablecast should it not meet the technical and content standards already outlined.
7. NCTV retains the right to schedule programming at its discretion.

B. Series

6. Regularly scheduled series time slots will be allocated at the discretion of staff.
 7. If a series producer fails to produce new, original programming for more than two consecutive showings or regularly fails to have programs ready for scheduled cablecast, the time slot may be reassigned to other users.
 8. A series may be daily, weekly or monthly and will require periodic renewal.
- C. Scheduled programs may be pre-empted for time-sensitive programs. Submitted tapes should be labeled as per posted guidelines at NCTV.

XIII. Political Programming

- A. Political Programming Definition: Programming dedicated to candidates for public office or concerning a ballot/warrant issue. Any program describing declared political candidates or describing ballot issues that are directly related to a current campaign is considered "political programming". Programs which include appearances by incumbents acting in their current elected or professional capacity are not included in this definition.
- B. NCTV maintains a non-partisan political policy, which includes no political advertising. Each program produced by NCTV and for which NCTV has direct editorial control will be non-partisan and will provide an equal opportunity for all candidates or parties concerned to participate. If a candidate or issue representative declines to participate, NCTV will not be obligated to provide other opportunities.
- C. At all times political programming must conform to the same guidelines and procedures governing all public access programming at NCTV.
- D. Additional responsibilities during election periods: No Political Programming will be scheduled on-air within one week of an election, with the exception of a Political Forum or Debate.
- E. Definition of Political Forum or Debate: Debate programs are programs to which all candidates or referendum viewpoints have been invited and the format is organized fairly, meaning that all candidates or referendum viewpoints have an equal opportunity to speak with comparable amounts of time. The Forum/Debate must have an identified impartial moderator.
- F. Public meetings such as City Council and School Committee meetings are not considered political programming, they are considered governmental programming.

XIV. Program Promotion

- A. All community producers are encouraged to promote their own programs.
- B. Effective promotional techniques include short news releases we can send with our cablecast schedule to area newspapers and radio stations in addition to a listing on the NCTV bulletin board and website.

XV. NCTV Community Bulletin Board

- A. The NCTV community bulletin board is to be used for Northampton not-for-profit and community groups to publicize activities and events. NCTV reserves the right to use the community bulletin board to thank groups, individuals, or businesses for their support.
- B. Copy must be submitted one week prior to message to begin airing.
- C. All messages may be removed after two weeks of airtime.
- D. NCTV staff reserve the rights to layout, re-format, and/or refuse any message.

XVI. Underwriting and Grants

A. General Information

- 1. NCTV certified producers are encouraged to apply for and receive underwriting or grants that aid in the development, production, distribution, or improvement of programs.
- 2. Before making any solicitations for program funding, you must meet with NCTV staff regarding your plans. At that meeting, we will review with you the policies and procedures governing underwriting and grants. The NCTV name may not be used in connection with any program or solicitation without NCTV approval.
- 3. You must explicitly inform all prospective underwriters and/or grantors you are a certified producer acting on your own behalf - not an NCTV official, and that NCTV does not assume any responsibility for your program.

B. Grants

- 1. NCTV will work with the producers on a case-by-case basis to evaluate the scope of their project and its involvement with NCTV, NCTV staff, and NCTV equipment and facilities.
- 2. NCTV will provide a rate sheet and breakout of costs associated with the underwritten project. In this way, the producer can submit this NCTV authorized form as part of their grant proposal.
- 3. Funds in the grant budget appropriated for NCTV will be paid to NCTV and will not be refunded should the producer fail to meet the terms of the project for which they have received a grant.

C. Underwriting and Donations

- 1. Support for program production can be in the form of donations of goods or services or sponsorship money in the form of underwriting.
- 2. Before soliciting any underwriting a producer must meet with NCTV staff. NCTV will provide an overview of the regulations regarding underwriting solicitation for programming produced using NCTV facilities, equipment, or staff.

D. Acknowledgement

1. All acknowledgments shall open with "Support for the following program has been provided in part by..." or something substantially similar. Contributors of products or services may be acknowledged in the credits with specific references to the type of their donation. For example, "Catering provided by..."
2. Underwriting acknowledgments may include the following:
 - a. Logos and/or corporate slogans, which identify and do not promote;
 - b. Shots of the inside or outside of an underwriter's business;
 - c. Location and contact information;
 - d. Value neutral descriptions of a product line or service.
3. The following practices convey a commercial impression and are not permitted:
 - a. Qualitative or comparative language or claims;
 - b. Price information;
 - c. Solicitation of direct viewer response of any kind, such as "... buy one today...", "... give us a call at...", or "... visit our showroom located at...".
4. As producer, you have the latitude to establish your own schedule of on-air acknowledgments for specific levels of support, subject to the guidelines above. The variables you have to work with include credit length, type of credit, and frequency. Producers must seek the advice of staff to insure the appropriateness of their acknowledgments.

XVII. Rules of Conduct

- A. Proper respect and care of the equipment must be maintained at all times.
- B. Possession or use of any illegal substance, drugs, alcohol, weapon, or firearm on NCTV premises is strictly forbidden.
- C. Smoking is not permitted on NCTV premises nor is it permitted anywhere on the grounds of Northampton High School including but not limited to the parking lots.
- D. Certain areas of NCTV may be under video surveillance.
- E. No one will be allowed to operate equipment or remain at NCTV facilities while exhibiting unacceptable behavior. Unacceptable behavior includes, but is not limited to:
 1. Signs of intoxication.
 2. Harassment or intimidation of staff, certified producers, volunteers, or board members.
 3. Abusive language or actions, as determined by the NCTV staff.
 4. Inability to handle the equipment safely and properly
- F. NCTV telephones and office machines are for NCTV business only. Volunteers may give out the NCTV phone number for use only in cases of emergency and must have staff permission to utilize telephones.

- G. Time spent at NCTV is to be used for producing programs, training, or for specific volunteer services.
- H. Violation of the above rules can result in immediate expulsion from NCTV premises. Repeat violations can result in permanent loss of privileges.

XVIII. Violations of Policy

A. Major Violations: NCTV strives to maintain a safe, healthy, sustainable environment for the entire community. NCTV will maintain an environment that operates within all state and federal laws. NCTV strives to ensure a fair environment that preserves the integrity of NCTV facilities for all users.

- 1. Examples of major violations include, but are not limited to:
 - a. Commercial or profit-making use of NCTV equipment/facilities.
 - b. Misrepresentation of an individual's affiliation with NCTV.
 - c. Falsifying documents.
 - d. Unauthorized use of equipment.
 - e. Abuse of equipment, including attempted repair, rewiring, facility reconfiguration, and improper transport.
 - f. Harassment, intimidation, or abuse of staff, members, or Board of Directors.
 - g. Sexual harassment.
 - h. Copyright infringement.
 - i. Possession of illegal items on NCTV property.
 - j. Interfering with NCTV operations.
 - k. Unlawful acts
- 2. A major violation may result in an immediate 60-day suspension of privileges.
- 3. Any subsequent major violation will result in the permanent termination of affiliation and loss of NCTV equipment and facility privileges. Terminated members may be reinstated only by application to the NCTV Board of Directors.

B. Minor Violations

- 1. Other violations include, but are not limited to:
 - a. Failure to cancel a reservation for equipment or facilities.
 - b. Late pick-up or return of equipment without notification and approval.
 - c. Failure to clean up properly and on time after using the facilities.
 - d. Eating or drinking in non-designated areas.
 - e. Using equipment without appropriate certification.
- 2. The first violation of this kind will result in verbal warning. Further violations within a one-year period will result in:
 - a. Second Violation: Written Warning

- b. Third Violation: One-Week Suspension of Privileges
- c. Fourth Violation: 6-Month Suspension of Privileges

C. Staff Prerogative

1. The Executive Director is authorized to issue warnings and suspensions. In addition, any NCTV staff person or designated facility manager may reasonably refuse access to NCTV production facilities, equipment, or premises. Violations can be issued for failure to comply with the Rules and Policies as set forth in this document.

XIX. Discrimination Policy

A. NCTV does not discriminate based on race, color, religious creed, national origin, sex, handicap, or sexual orientation.

XX. Harassment Policy

A. NCTV intends to provide an environment that is pleasant, healthful, comfortable, and free from intimidation, hostility, or other offenses, which might interfere with this environment. Harassment of any sort - verbal, physical, visual - will not be tolerated. Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

XXI. Sexual Harassment Policy

A. Sexual harassment is strictly prohibited at NCTV. Sexual harassment is illegal under both state and federal law. In some cases, it may be grounds for prosecution under the criminal conduct law as well. Equally important, however, is that sexual harassment creates a hostile working environment, which is contrary to all of our efforts to create and maintain a creative workplace.

It is the goal of the NCTV to promote a workplace that is free of sexual harassment. Sexual harassment of employees and volunteers occurring in the workplace or in other settings is unlawful and will not be tolerated by NCTV. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the NCTV takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate. Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

B. Definition:

For purposes of implementing this policy, NCTV will use the definition below, which is the definition of "sexual harassment" as outlined by the Commonwealth of Massachusetts Human Resources Division.

In Massachusetts, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- *Unwelcome sexual advances -- whether they involve physical touching or not;
- *Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- *Displaying sexually suggestive objects, pictures, and cartoons;
- *Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- *Inquiries into one's sexual experiences; and,
- *Discussion of one's sexual activities.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct. The harasser may be anyone including a supervisor, a co-worker, or a non-employee, such as a recipient of public services or a vendor.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating

with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Commonwealth of Massachusetts.

D. Questions. If you believe you have been the subject of any type of harassment, you should contact the Executive Director, Board of Directors, or:

Massachusetts Commission Against Discrimination
436 Dwight St., 2nd Floor, room 220
Springfield, MA 01103
(413) 739-2145

or

U.S. Equal Employment Opportunity Commission
1 Congress St.
10th Floor, Room 1001
Boston, MA 02114
(617) 565-3200
TDD (617) 565-3204
(800) 669-4000
TDD (800) 669-6820

Once reported, all incidents will be dealt with according to the following procedure.

F. Complaints. Any volunteer or producer that believes that he or she has been subjected to sexual harassment should feel free to use this procedure without threat of intimidation, retaliation, or harassment. Any intimidation, retaliation, or harassment against an NCTV individual due to exercise of rights under this policy will be grounds for discipline up to and including discharge. Every reasonable effort will be made to maintain confidentiality. Allegations of sexual harassment will be disclosed only to those with a need to know in order to conduct a fair and thorough investigation and/or to take appropriate corrective action.

G. Resolution by Informal Discussion. Any person who believes he or she has been the subject of "hostile environment" sexual harassment should first discuss the matter with the individuals listed in this policy. Alternatively, the volunteer or producer may attempt to resolve the problem through discussion with the harasser. In cases in which discussion of the problem with that person presents particular stress or difficulties, the complainant may consult on an informal and confidential basis with any of the individuals listed in the policy. Any NCTV individual may also ask any of the individuals listed in this policy to arrange and attend the meeting at which the alleged harassment will be discussed.

H. Sexual Harassment Grievance Procedure. If the problem has not been resolved to the satisfaction of the complainant through informal discussions and he or she has decided to file a written grievance with the Executive Director, the following procedure is to be observed.

1. What should be filed?

A grievance must be in writing and should summarize the harassment complaint. The grievance must name the harasser where known and give the specifics including the time, witnesses, places, etc. The grievance must also list the remedy sought by the complainant.

2. When and where is to be filed?

The grievance should be filed within 90 days of the incident(s) giving rise to the complaint. NCTV may extend this period of time if it finds there were extenuating circumstances.

3. How will the grievance be processed?

- a. The Executive Director will attempt to resolve the grievance by discussions, investigations with all concerned parties or any other steps which are deemed appropriate.
- b. The Executive Director will discuss the grievance with the Board of Directors and the NCTV legal advisors. The volunteer or producer named in the complaint will be made aware of allegations and will be given the opportunity to respond. Depending on the circumstances, among the courses of action that may be recommended are: verbal warning, written warning, counseling, suspension or discharge of an individual or individuals who have engaged in the offensive action.
- c. The individual initiating the investigation will be informed of the outcome of the investigation and any action that NCTV has taken to deal with the situation.

XXII. Grievances and Appeals

A. Members are encouraged to resolve grievances on the staff level.

B. Grievances regarding disciplinary actions, workshops, studio space assignment, channel time allocation, facility or equipment availability, or any other matter must be discussed first with the Executive Director. If that discussion fails to provide an adequate explanation or solution, the aggrieved producer may file an appeal requesting a hearing before the NCTV Board of Directors. Requests must be made in writing to the President of the Board, within five working days after the meeting with the Executive Director to discuss the grievance. All decisions of the NCTV Board of Directors regarding the grievance and appeal shall be final.

XXIII. Facility Rental

A. In order to fulfill the needs of the community to the greatest extent possible, NCTV offers the opportunity to rent video production facilities and equipment for the purpose of recording and/or editing material which is not primarily intended for play on the community access channel.

B. In order to enter a rental agreement with NCTV renters must provide proof of insurance.

C. All material videotaped under the Video Rental Agreement remains the property of the renter.

D. No NCTV facilities or equipment may be used for personal profit either direct or indirect, unless a rental agreement has been entered into with NCTV.

E. Renters are responsible for any and all loss or damage to equipment that is rented out to them. All fees in connection with repair, replacement or service must be paid in full to NCTV.

- F. If crew is needed to run the equipment, NCTV will provide one or provide a rate card for such crew.
- G. Reservations for equipment rental must be made three weeks in advance.
- H. A rental agreement must be signed in advance and all fees in connection with the rental pre-paid before pick-up.
- I. A rate sheet will be made available at NCTV. Refunds will only be given provided that cancellations are made 24 hours in advance. After that there will be no refunds.

XXIV. Elastic Clause

This is a living document. These rules and policies are subject to amendment and alteration. Any revision of these rules and policies shall be posted as notification for NCTV volunteers and producers.

Agreement with Rules and Policies

I have read and am familiar with, and agree to abide by, the Rules and Policies of Northampton Community Television.

1. I understand that the material I produce will be used for programming on Northampton Community Television.
2. I understand that the following material is prohibited for presentation on Northampton Community Television:
 - a. Any commercial advertising;
 - b. Any material which constitutes libel, slander, pornography, invasion of privacy or publicity rights;
 - c. Any unauthorized use of trademark or copyright;
 - d. Any material in violation of FCC law;
 - e. Any material which violates local, state, or federal laws.
3. I agree to obtain all necessary clearances and permissions from any and all organizations, individuals, and groups as may be needed to tape and/or cablecast material on Northampton Community Television.
4. I understand that I am fully responsible for all NCTV equipment and facilities that I use, and I agree to pay for the replacement of any and all equipment damaged or destroyed while signed out in my care, custody, or control.
5. I understand that I am responsible and agree to indemnify and hold harmless the City of Northampton, Northampton Community Television, its directors and employees (and their successors) from any liability, loss, claim, cost, or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes or violates any rights of any person or organization.

Signature _____ Date _____

Name _____

Address _____ Zip _____

Phone _____

If producer/volunteer is a minor, name and signature of legal parent/guardian is required below.

Signature _____ Date _____

Name _____