



Community. Art. Culture.

## NOVEMBER 2011

### Board of Directors

Robin Barber (Clerk)  
Member Elected October 2010, Term Expires 2012

William Dwight (Vice President)  
Mayoral Appointment 2009, Term Expires 2012

Babara Goldin  
Member Elected October 2010, Term Expires 2012

Pamela Hunter (Treasurer)  
School Committee Appointment 2010, Term Expires 2012

Clodagh Kosior (President)  
Cable Advisory Board Appointment 2009, Term Expires 2012

David Pakman  
Member Elected 2009, Term Expires 2012

Kate Way  
Member Elected 2009, Term Expires 2012

### Staff

P. Al Williams, Executive Director  
[palwilliams@northamptonv.org](mailto:palwilliams@northamptonv.org)

Gary Rivest, Production Coordinator  
[grivest@northamptonv.org](mailto:grivest@northamptonv.org)

Jeromie Whalen  
<mailto:jwhalen@northamptonv.org>



# **Annual Report**

# **2011**

## **Key Points from the Past Year**

- Gary Rivest was hired as Production Coordinator. Gary brings over 25 years of professional television background to a key role in the organization.
- Rebuilt and released an entirely new Northampton Community Television web site with expanded features, more ergonomic navigation, and a heightened aesthetic.
- Experienced a significant increase in both use by the public and production by NCTV staff.
- Began work on a documentary in collaboration with the Hampshire County Jail regarding a labyrinth prisoners are building inside the facility for inmate use.
- Produced a successful internship joint project with Northampton High School called NPS News (with the catchphrase "School's In!") involving over a dozen high school students who produced over 20 studio and field segments over 4 months about different aspects of life in the Northampton Public School system.
- Saw a dramatic rise in social network and online activity by participants. We have 180 Twitter followers with 30 listings. Our group page has 511 likes. Our Vimeo videos averaged 2500 loads and 200 plays a week.
- Started a regular joint program in conjunction with Adam Wenger to teach and supply gear for production for students of the regional HEC collaborative school in Northampton.
- Held an Annual Event featuring guest speaker Craig Aaron, who is currently the Executive Director of Free Press, one of the most influential nonpartisan media reform organizations in the nation.
- NCTV begins production of STREET video series – short pieces on life in Northampton that combine the sensibilities of street art with public storytelling and citizen journalism.
- Jeromie Whalen, current Media Resources Coordinator at NCTV, won NCTV's first ever national Hometown Award for a documentary he produced while a volunteer member of NCTV. This award represents submissions of the best work from community media centers across the United States.
- P. Al Williams, Executive Director of NCTV, was recruited to serve on the national board of the Alliance for Community Media, the foremost community television organization in the US. He is believed to be the first ever national board member from Western Massachusetts.

- Shifted hours at NCTV to a 10am-6pm shift to better accommodate requests from community producers.
- Will cover an estimated 9 debates for the 2011 Northampton elections, as well as live Election Day coverage.
- Started and raised funds for a Tech Fund dedicated to joint programs between NCTV and the Northampton Public Schools
- Staff has acted as consultants with Hatfield, Shelburne, Belchertown and Holyoke access centers and Springfield College in development.

## **Programming and Membership**

**Total Historic Members: 351 (+78)**

**Total Active Members: 143**

**New Certifications: 44**

**Total Historic Members** include anyone who has requested membership in NCTV and has arranged for dues.

**Total Active Members** are those with presently active memberships at NCTV.

**New Certifications** are the number of people who were certified in NCTV equipment in the past year. NCTV again tried a new approach to workshops, offering rolling workshops as interest demanded and by scheduling regular Monday night workshop opportunities for those interested. We split our two day long intensive workshop into four sessions – Field Production, Studio Production, Audio and Lighting, and Editing.

These workshops are more abbreviated than our previous offerings, however they are also more hands on and smaller, focusing more attention on the individual learner. We also offered classes on an individual basis on directing, use of a POV camera, and use of the Flip camera. In addition we had students learn through the use of our online subscription service, Lynda, where community members learned After Effects, Color, and Photoshop. In addition, we offered workshops to high school students on basic cinematography and deco

nstruction of media.

## Days of Producer Equipment Use: 598

Figures over the last years were 155 (2008), 248 (2009), and 425 (2010). This figure is up to date for 01/01/2011 through 10/05/2011. This once again represents steady increased usage of NCTV equipment. This number represents camera check out days and edit suite bookings, but does not include any use by staff. Usage of the studio is also included, though the tracking of studio use is much more difficult and errs on the side of fewer uses.

## Programming Produced with NCTV Equipment

(409 Productions for 1783 Unique Hours)

2011 Graduation	1
2011 Memorial Day Parade	1
2011 Trikathlon	1
30 Second Promo	1
Adult Spelling Bee	1
Adventures of an Opossum	1
Bathtub Trapeze	1
Best of Bill and Dana	1
Blaire Bitch Project	1
Citizens Awareness Network: VT Yankee	1
Civil Rights PSA	1
Come and Sleep	1
Cutchins Writing Contest	1
Edible Books Forbes Library	1
Fish Time	278
Flip Cam Video	1
Focus on Forbes	1
Focus on Forbes	1
Focus on Forbes Haiku	1
Fukushima	1
Future of Privacy	1
Gay Pride Parade 2011	1
Gitmo 22	1
Guided Challenges Promo	1
Highlight Reel 2011	1
JFK Band	1
Joint Hearing on Board of Health Measures	1
Josh Promo	1
Know Your Town Promo	1

Leeds Together Part I	1
Leeds Together Part II	1
Lt. Governor Tim Murray	1
Mass Poetry Society	1
May 17th, 2011	2
Miracle, Mustard Hitler, Onions	1
Mothers Day Benefit Concert	1
Nature Printing	1
NCMR Session: Citizen Journalism	1
NHS Electric Art	1
NHS Poetry Slam	1
Northampton City Council	14
Northampton School Committee	8
Northampton Youth Football League	6
NPS News	25
PACE Energy Hearing 6/7/2011	1
Pleasant St. Closing	1
Poetry Festival Highlights Regie Gibson	1
Polypore Trailer	1
Pop Culture Warriors	1
Really Big Show	1
S.O.S. Plant Sale	1
Silkworm 5 Celebration	1
Sit. Come. Stay.	1
SMART Program	1
Solid Waste Task Force Disposal Options Forum	1
Spotlighting Paradise	6
Springfield Pulse	1
STREET 2:40:00 AM	1
STREET FOE Monsters	1
STREET Gardens	1
STREET No One Leave	1
Street Promo #1	1
STREET Skate Park	1
STREET Vigil	1
STREET Ward 3	1
STREET Yankee Power Trial	1
STREET: FOE Gallery	1
Street: King and Main Protests	1
STREET: Union Protests	1
Susan Ackerman	1
The Whole Ten Yards	1
VINS Dog Show	1
W.E. Butts Poet Laureate of NH	1
Ward 3 Debate	1
Wearing Hats	1
Wearing Hats	1

Yo-Yo Competition 2011	1
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**Other Programming Airing on NCTV**

**(1203 Productions for 867 Unique Hours)**

30 Odd Minutes	11
9/11 Mysteries	1
American Songwriters	29
Ann's Table for Two	4
ARHS vs Northampton Basketball	1
Army Newswatch	13
Art for Soul	1
Artist Spotlight	1
Artist Spotlight	1
Artists Way 1	1
Awake in the Dream	12
Berkely Promo	1
Blueprint for Truth	1
Breast Cancer	1
Bucket of Blood	1
Building a Life	1
Bunnies Northampton	1
Bunny Show	1
Buster Keaton Classics	1
California University TV	25
Call to Reopen 9/11	1
Capra's Why We Fight	1
Child Vigil	1
Christ Methodist Church	12
Church of the Subgenious	1
Claudia Malibu	1
Collection Clips	1
Creating Cooperative Kids	7
Dan Bumper	1
Dann Vazquez	1
Dan's Bumpers	1
D-Mads Dance Video	1
Eckankar	9
Emergency 911	1
Episode 521	28
Equilibrium TV	4
Erplocoz Collection	1
European Journal	17
Explore with Charles Annenberg	16
Fit for Duty	11

Flaming Creatures	1
Flickr Favorites	1
Flight 13	1
Focus on Forbes April 10th	1
Future	7
Global 3000	8
Greatest Dad in the World	1
Grit TV with Laura Flanders	181
Hijacking 9/11	1
In Focus	20
Information Stories	1
Ira McKinnley (1,2,3,4,5)	1
Jeremy Dubs in Concert	1
Jubilee Alive	32
Kids A Cookin'	16
Last Crusade 3	7
Link TV	27
Lord Russ Supermix	1
Maneaters	1
Maneaters	1
Mario Beat in 6 Minutes	1
Marketing Madness	1
Media Mansion	1
Mediation Scenes	1
MLK Day The Throwaways	1
Murnau's Faust	1
New Bedford	1
New Jerusalem Broadcasting	26
Nosferatu	1
Physician Focus	9
Polka Time!	33
PUB Nutcracker	1
Purgatory	1
Rabbit Rabbit ACTV	1
Recorded & Re-Aired Weekly	193
Road to Recovery	5
Robin Marlowe	1
Rub Wrongways	1
Scuba Jack	1
Season 2 Episode 3	3
Season 3 Episode 4	5
Second Coming Church	35
ServiceNet Llamas Compilation	1
Sierra Grille Rabbit Rabbit	1
Simply Talking	17
Single Family Housing	1
Slavery in Franklin County	1
Slavery in the Valley	1

Smile with B-Mile	14
Star Wars	1
Star Wars Mashup (1,2)	1
Style-City Music	20
Switch	6
Taste of Elvis	1
TED Talks One Hour Compilations	32
The Big Picture with Thom Hartmann	16
The David Pakman Show	59
The Piano Guy	25
The Thom Hartman Show	21
The Throwaways	1
The Will Gosnell Collection	1
Thirty Odd Minutes	27
Titicut Follies	1
Trucks (1,2,3)	1
Truth About Drugs	1
Valley Homegrown	25
Versus the Movie	1
Weekly Address, Press Conference	41
Western Mass Democrat	9
Winterpills	1
World Music Block	5
World of Piano	10
Yale Online Course	4

**Programming Produced with NCTV Equipment** represents all productions utilizing cameras, postproduction suites, or the studios of NCTV. These productions include staff productions, intern productions, member productions, and productions involving partnerships among those three groups.

**Other Programming Airing on NCTV** represents those programs that may participate in NCTV mostly as a distribution model. They may include satellite feeds or programming from other access centers. In addition, they often include productions by Northampton residents who may shoot or edit on their personal equipment but still wish to participate in the community resource NCTV represents.

**Total Average Weekly Unique Programming Hours: Approx 60**

**Average Weekly Local Unique Programming Hours** represents the number of unique hours of programs cablecast on a common week. This number represents the current average

new programming in an NCTV week and not necessarily the average of every week of the past year.

## **Fiscal**

### **Financial Report**

Attached to this report is a financial report outlining NCTV's Profit and Loss v. Budget and Balance Sheet for FY2011 to current date as of 10/05/2011.

### **Equipment Purchases**

Attached to this report is an outline of the capital and equipment purchases acquired by NCTV in this past fiscal year.

### **Fundraising**

NCTV has raised over \$2599 YTD through membership fees, donations, productions services, duplication services, and sales of copies of NCTV productions.

### **Auditor's Report**

NCTV's accountant recommended that NCTV not undergo an audit at this time due to its prohibitive cost and due to the straightforward nature of NCTV's financial transactions.

# **Governance and Customer Service**

## **Rules and Regulations**

NCTV Rules and Policies v 1.6 is included as an attachment to this report.

## **Feedback**

NCTV has received a great deal of feedback from the community over the past year. While all of this feedback has not been systemically categorized, some examples and a summation of key points is as follows:

### **In General:**

“Just got home from the meeting and no live feed on line. Still having problems??”

“I noticed the shows on NCTV have been skipping.....Is that the hard drive causing it?”

“my son.....is really enjoying the production class with you..thanks for all you are putting into the class for these lucky kids...”

“You guys were terrific! I loved the theme, the outfits and your team’s all-around enthusiasm!”

Can’t wait to see the video.”

“Your mission statement alludes to community access by the broadest technological means possible.....IMHO an on line live broadcast should not have as many problems/failures as NCTV has had over the past months, which I have communicated with you about. I dumped Comcast when I knew I could (hopefully) view city council meetings on line. As you know my experience has been less than satisfactory.”

“All the shows I'm sending you via DropSend are failing. They air fine at first but then end up showing artifacts and completely shutting off”

“Is there a phone number for a member of the public to call during live broadcast if there is a problem that maybe could be fixed right in the moment?”

“This is great! Thanks so much!”

“Thank you for the.....interview! Y'all rule!”

“Thanks again for an awesome production last night. I really appreciate all your help, hard work and expertise to make.....a quality show.

“keep up the great work!! and kudos to y'all for even attempting to edit 3 acts per week. quite the undertaking, i know.”

“An NHS Teacher expressed how grateful they are.....This teacher is utilizing NCTV coverage of an improv show in classroom, to show parents, and to fundraise for the program and has received numerous pieces of praise about it.

“A caller wanted to let NCTV know that they have been doing a fantastic job and that she (or he) watches the station all the time.”

“The.....material I gave you keeps on getting interrupted while airing.”

“Please get another sucker fish because there is too much algae in the tank.”

“You guys are the Fish Channel, right? I watch you all the time!”

“Oh you chose not to air it live? You'll pay for this.”

“I realize the importance of hearing from different sources, getting different perspectives. On that note I wish to ask NCTV to please join in airing Al Jazeera English.”

“We received a call from a local woman thanking us for our fantastic community coverage and programming. She also inquired as to whether we were covering the upcoming Spelling Bee (yes), whether we gave tours (yes) and what bus ran by our facility. (Red 42).”

“You guys are the best!!!! Have.....contact me. It will be great to have NCTV there.”

“I have enjoyed watching some of the NPS News clips. Nice work! Such a great opportunity for the school! I know.....enjoyed it, and well, the work you did with my group was awesome!!! Anyway, high five to you and everyone else at NCTV!!! “

“I noticed that the last couple times I've watched Democracy Now! at 7pm, including this evening, it cut off a minute or so early to show an ad/intro for the David Pakman show.”

“ I have been a longtime advocate of community based multimedia production. It has given many, including myself the opportunity to study and learn a craft that is not available in any other local institution. I am now studying in school to become a filmmaker and have started a local multimedia production business in the Northampton area. If it were not for my ability to work hands on, and build relationships through the Community Access Television network I would not be in the fortunate position that I am today.” (To Senator Stan Rosenberg)

“ Over the last several years Northampton Cable TV (NCTV) has really improved its service to the community. Let's not pass a bill that would make it harder for NCTV to do its job.” (To Senator Stan Rosenberg)

“Happened again today; it cut out at 7:59 and Goodman's guest was cut off mid-sentence.”

“Just loves the station and all the different kinds of things NCTV offers.” (quoting a phone message)

“There were skipping and freeze-ups on the reruns of last Thurs. city council meeting. I saw it happen at the 10:05 a.m. point on Sunday. There's maybe more.”

**In general the community provides us with a great deal of positive feedback, which is all the more appreciated because television is an industry that is commonly connected to receiving negative feedback. Our negative feedback seems to focus on the following:**

- **The need to integrate NCTV Program Guide information into the interactive Comcast Program Guide.**
- **A few month span in which our online live broadcasts were unreliable. We have not had the issue in another few months since.**
- **There are problems that exist in our station's internal timing relative to certain shows such as Democracy Now! We have corrected the issue temporarily and are seeking a hardware solution to this issue.**
- **There are some formatting issues regarding productions people provide us that sometimes give our server problems.**
- **There is a raised expectation of the services that NCTV now provides to the community. We have raised the bar on what is expected of community media in Northampton.**

### **Staffing and Intern Changes**

**In March of 2011 NCTV welcomed Gary Rivest to the staff as the new Production Coordinator, replacing Ben Brown, who moved to Boston to pursue graduate school and work for Brookline Access Television. Mr. Rivest brings 25 years of professional television experience to the station , many years of which were spent in public television at PBS.**

**NCTV interns included postgrad intern Amelia Mosley, Smith College intern Busi Mhlongo, UMass intern Josh Itzkowitz, MCLA intern Sim Sharp, NHS interns Emily Crescitelli, Lily Caruso, Erica Desreuisseau, Willy Matteson, Maddy Covey, Maya Elliott-Saakvitne, Edward Fath and Peter Fath. In partnerships NCTV also had interns in joint programs – 5 with HEC/CES and 10 additional students with NHS.**



# **Annual Plan**

# **2012**

## **New Citizen Journalism Project and Embracing Technological Simplicity**

While in reality NCTV has been engaged in what is referred to as citizen journalism since its inception, in 2011 it will unfold a newly shaped project that emphasizes utilizing simple technology to allow access to storytelling and journalism for an even larger segment of the Northampton Community. NCTV has already secured a large number of camera/monopod/charger packages and will begin conducting workshops regarding their use. The goal is to create a streamlined participatory group of community reporters, who will be trained not only in technology of empowerment, but who will be exposed to techniques from professional journalists and professional storytellers alike. In addition, we will be reaching out to local multimedia partners to join us in this project. This umbrella project of NCTV will aim to build out a new web site with a wide variety of content from throughout Northampton and beyond. We believe this model will contribute to our future goals across the board.

## **Seek Representation on the Comcast Program Guide**

NCTV continue to stress the importance of a regular presence on the Comcast Program guide. We believe this should be the status quo for all channels carried by Comcast and have begun and will continue to enter earnest talks with Comcast regarding this issue.

## **Expanded Online Local Calendar**

NCTV is looking into online calendar technologies that would allow for [www.northamptontv.org](http://www.northamptontv.org) to establish itself as the online destination for community events in the greater Northampton area. This calendar would not only inform NCTV membership, but connect them to nonprofits, local events, and citizen groups. We've already begin looking at a number of solutions in preparation due to the immediate and technologically overwhelming use of the first calendar we tested on our new web site in 2011.

## **Expanded Staff and Volunteer Base**

The demand for services and activity at Northampton Community Television was unprecedented in 2011. We produced far more materials as staff, trained more community producers, had more interns, and had more programming than ever. However those activities have placed us towards the limits of our personnel resources. NCTV has the budget and will hire a 4<sup>th</sup> FTE for Northampton Community Television in early 2012. That staff will both help ease staff pressures and allow us to enact the programs we describe in this document. In addition, we will need to rely more heavily on Northampton volunteerism

to meet the demands of the community. We will need to bring in an retain a larger percentage of volunteers at NCTV.

## **Revisit Rules and Policies**

NCTV has now been open to the public for approximately four years. As each and every community is different so is each and every community media center. It is our belief that is is time to take a look at NCTV's Rules and Policies and revision them, streamline them. We have already begun moving strongly into a new phase of identity and activity for the organization and that will mean making smart choices about how we conduct business. With an eye on learning from our experiences, we plan on setting aside time to revisit and approve this document for all of Northampton.

## **NCTV Infrastructure**

The great success that NCTV had in 2010-2011 also meant that there was less time for staff to complete some of the infrastructure goals we set for 2010. Those three major goals are the installation of a lighting grid, the completion of NCTV's transition to the fiber iNet, and the acquisition of a mobile unit. These goals remain for NCTV. We have run into a variety of issues regarding lighting grid installation in our space in the same building as Northampton High School and our progress has begun but is incomplete regarding the fiber network. We hope to have both these goals finished in early 2012 and begin to outfit our mobile production vehicle.

## **Ongoing Yearly Goals**

As ever, NCTV seeks to expand its outreach to entities in the community, creating a wider and fuller network of producers and partners. We strive to increase access to our facility in terms of physical limitations and fairness in policy. We seek to continually expand programming produced by staff, interns, volunteers, and most of all NCTV membership.

## NCTV Trouble Report 2010

7/27/2011 9:00am CR255586159

Digital Subscriber Down. Modulator output signals checked, in working condition. Troubleshoot with customer service (power cycling). Technician sent to station. Diagnostics performed on modulator. Station transmission fine, deduces problem lie at Comcast head-end. Technician notifies head-end technician about problem. Technician leaves 1:00 PM. Technician calls at 2:30pm and informs station that signal is being worked on. Calls back at 2:49pm and indicates it is part of a "bigger issue". At 3:34 issue is resolved.



Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
Vivitar	VIV-VT-67	Monopod
MSI	GE620	Laptop
Lilliput	7	Field Monitor
Discover Video	DVME Pro	Multimedia Encoder
Discover Video	SOFTTOPBOX, HW, CONTROL	Soft Top Box Decoder on MiniPC with
Black Magic	Shuttle Intensity USB 3.0	Web Control and 1 Year of Stream/Host Multimedia Input Device

Northampton Community Television

**Balance Sheet**

As of October 5, 2011  
Oct 5, 11

**ASSETS**

**Current Assets**

**Checking/Savings**

1000 · Northampton Coop Checking	21,807.66
2000 · Northampton Coop Money Market	220,573.86
3000 · Northampton Coop Fundraising	495.11
9000 · Petty Cash	200.00
<b>Total Checking/Savings</b>	<u>243,076.63</u>

**Accounts Receivable**

11000 · Accounts Receivable	
11500 · Production Services	120.00
11600 · Duplication Services	43.59
<b>Total 11000 · Accounts Receivable</b>	<u>163.59</u>

<b>Total Accounts Receivable</b>	<u>163.59</u>
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<b>Total Current Assets</b>	243,240.22
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**Fixed Assets**

15300 · Production Equipment - Capital	135,231.77
17100 · Accum Depr - Furn and Equip	-13,479.00
<b>Total Fixed Assets</b>	<u>121,752.77</u>

<b>TOTAL ASSETS</b>	<u><u>364,992.99</u></u>
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**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

20100 · Grants Payable	65.16
<b>Total Accounts Payable</b>	<u>65.16</u>

**Other Current Liabilities**

**24000 · Payroll Liabilities**

24002 · Employee Paid Health Insurance	1,135.10
24000 · Payroll Liabilities - Other	-168.00
<b>Total 24000 · Payroll Liabilities</b>	<u>967.10</u>

<b>Total Other Current Liabilities</b>	<u>967.10</u>
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<b>Total Current Liabilities</b>	<u>1,032.26</u>
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<b>Total Liabilities</b>	1,032.26
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# Northampton Community Television

## Balance Sheet

As of October 5, 2011  
Oct 5, 11

<b>Equity</b>	
30000 - Opening Bal Equity	300.00
32000 - Unrestricted Net Assets	314,364.52
Net Income	<u>49,296.21</u>
Total Equity	<u>363,960.73</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>364,992.99</u></u></b>

# Northampton Community Television Profit & Loss

January through December 2011  
 Jan - Dec 11

**Ordinary Income/Expense**

**Income**

<b>43400 · Direct Public Support</b>	
43410 · Comcast Fee	178,961.93
43450 · Individ, Business Contributions	95.72
<b>Total 43400 · Direct Public Support</b>	<b>179,057.65</b>
<b>45000 · Investments</b>	
45030 · Interest Accrued in Accounts	168.67
<b>Total 45000 · Investments</b>	<b>168.67</b>
<b>47200 · Program Income</b>	
47220 · Production Copies Fundraiser	48.25
47230 · Membership Dues	510.00
47250 · Duplication Services	186.00
47260 · Blank Media	30.00
47270 · Production Services	200.00
47280 · Rental	747.00
<b>Total 47200 · Program Income</b>	<b>1,721.25</b>
48100 · NHS Graduation	747.76
48110 · NHS-NPS Technology Fundraising	130.00
<b>Total Income</b>	<b>181,825.33</b>

**Gross Profit** 181,825.33

**Expense**

<b>60900 · Business Expenses</b>	
60910 · MA Sales Tax	11.10
<b>Total 60900 · Business Expenses</b>	<b>11.10</b>
<b>62100 · Contract Services</b>	
62120 · Banking Costs	10.00
62140 · Legal Fees	143.60
62150 · Outside Contract Services	200.00
<b>Total 62100 · Contract Services</b>	<b>353.60</b>
<b>62800 · Facilities and Equipment</b>	
62820 · Service, Maintenance, Repair	1,078.38
62850 · Furniture and Artwork	939.84
62860 · Tools	150.11
<b>Total 62800 · Facilities and Equipment</b>	<b>2,168.33</b>
<b>65000 · Operations</b>	
65010 · Books and Reference	174.70

## Northampton Community Television Profit & Loss

January through December 2011  
 Jan - Dec 11

65020 - Shipping, Mailing, Postage	813.54
65030 - Printing and Copying	515.00
<b>65040 - Supplies</b>	
65041 - Cables and Adapters	954.35
65042 - Blank Media	464.50
65043 - Set Supplies	311.06
65044 - Lighting Supplies	627.77
65045 - Maintenance Supplies	136.84
65046 - Production Supplies	2,582.47
65047 - Office Supplies	420.05
65048 - Fish Tank Supplies	84.00
<b>Total 65040 - Supplies</b>	5,581.04
<b>65050 - Utilities</b>	
65052 - Satellite	481.62
65053 - Internet	3,391.81
65054 - Electricity	6,800.11
65055 - Web Hosting	88.95
65056 - Water Cooler	231.91
65057 - FTP Server Download Bandwidth	50.00
65058 - Web Streaming Services	851.95
<b>Total 65050 - Utilities</b>	11,896.35
65060 - Software	391.95
65070 - Computer	358.30
<b>65080 - Promotions</b>	
65081 - Members Night	140.00
65080 - Promotions - Other	423.07
<b>Total 65080 - Promotions</b>	563.07
65090 - Petty Cash	197.81
<b>Total 65000 - Operations</b>	20,491.76
<b>65100 - Other Types of Expenses</b>	
<b>65110 - Insurance</b>	
65111 - Insurance - Liability, D and O	5,791.00
65121 - Workman's Comp	425.00
<b>Total 65110 - Insurance</b>	6,216.00
65140 - Professional Memberships	395.00
65160 - Director's Discretionary	298.17
65170 - NHS Scholarship	500.00
<b>Total 65100 - Other Types of Expenses</b>	7,409.17
<b>66000 - Payroll Expenses</b>	

# Northampton Community Television Profit & Loss

January through December 2011  
Jan - Dec 11

66100 - Employer Paid Health Ins	5,670.52
66200 - Employee Paid Health Ins	-1,040.35
66000 - Payroll Expenses - Other	92,446.61
<b>Total 66000 - Payroll Expenses</b>	<b>97,076.78</b>
<b>68300 - Travel and Meetings</b>	
68310 - Conference, Convention, Meeting	1,630.18
68320 - Travel	2,932.60
68300 - Travel and Meetings - Other	455.60
<b>Total 68300 - Travel and Meetings</b>	<b>5,018.38</b>
<b>Total Expense</b>	<b>132,529.12</b>
<b>Net Ordinary Income</b>	<b>49,296.21</b>
<b>Net Income</b>	<b>49,296.21</b>

# Northampton Community Television

## Rules And Policies

v. 1.6

**NORTHAMPTON COMMUNITY TELEVISION**  
**RULES AND POLICIES**

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## **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.

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 media 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. Media Format and Policy**

- A. Media. NCTV will provide media 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 media for raw footage. New media, at a reduced rate, will be available to all certified producers.
- B. Retention and use of media
  - 1. The master will be kept in the NCTV 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 program 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, 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 media 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., 2<sup>nd</sup> Floor, room 220  
Springfield, MA 01103  
(413) 739-2145

or

U.S. Equal Employment Opportunity Commission  
1 Congress St.  
10<sup>th</sup> 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 produced 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 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 \_\_\_\_\_