



## OPERATING POLICIES & PROCEDURES

revised 3/24/10

### I. LPCTV Statement of Purpose:

#### A. Mission Statement

LPCTV is dedicated to the advancement of local public access to information and media technologies for the purposes of open distribution, community development, and personal empowerment.

B. LPCTV is a 501-c3 non-profit corporation designed to manage PEG Access and administer the designated channel(s) on the cable system, serving the towns of Ludlow, Plymouth, Cavendish, & Mount Holly.

C. In accordance with the LPCTV By-Laws, the objectives of the organization are:

1. to enable, support and promote the production and distribution of PEG access television programs by and for a) residents of or b) educational, charitable, social service, religious, governmental, electoral or other non-profit organizations serving Ludlow, Plymouth, Cavendish, or Mount Holly.
2. To distribute these programs on its PEG access cable television channel(s) and other publicly accessible telecommunications network or facilities, as it deems appropriate.
3. To provide for care and custody of equipment, facilities and programs owned or used by LPCTV.
4. To seek and receive donations and grants from public and private sources in order to meet the expenses of aforesaid purposes.
5. To exercise any other rights or responsibilities incidental to or associated with the aforesaid purposes and in accordance with applicable law.

D. The goals of LPCTV are:

1. to provide public, educational, and government access television channel(s) and services on a first-come, first-served non-discriminatory basis
2. to provide facilities and equipment for the purposes of creating and distributing media content
3. to educate by providing hands-on training in video production and other media skills
4. to involve community members in the process of making media and exchanging information

### II. Governance (adopted 1/10)

A. LPCTV's Board of Directors is the governing body of the organization.

1. The Board is responsible for overseeing organizational management.

A. The Board oversees all activities of the Executive Director / Chief Operating Officer, and executes the contract for that position.

B. The Board holds all primary fiduciary responsibility for the organization by conducting the following:

1. Maintenance of all bank accounts and investments, including the regular reconciliation of those accounts.
2. All legal requirements associated with maintaining organization's 501c3 tax-exempt status.
3. Annual submission of financial records for filing of 990 / annual tax information return.
4. Execution of all contracts and bidding.
5. Regular bookkeeping / reporting of all expenses and income.

C. Each member of the Board of Directors acts in accordance with an organizational Code of Ethics.

B. LPCTV's By-Laws serve as the primary governing document and are periodically reviewed and updated by the Board of Directors.

C. Robert's Rules of Order serves as the guide for LPCTV's parliamentary procedure. All official meetings among the LPCTV Board of Directors shall be run in accordance with Robert's Rules.

### **III. Code of Ethics** (document adopted & put into use 11/05; proposed to be inserted into Policies & Procedures 6/10)

- A. Each member on the Board of Directors signs a document on an annual basis, certifying that s/he will:
1. Advocate for LPCTV in the community.
  2. Listen carefully to other members of the Board of Directors.
  3. Respect and support the majority decisions of the board.
  4. Treat fellow board members with respect when communicating with them in or out of a meeting.
  5. Recognize that all authority is vested in the full board only when it meets in a legal session.
  6. Keep well-informed of developments relevant to issues that are brought to the board's attention.
  7. Participate in board meetings and board-sanctioned activities.
  8. Bring to the attention of the board any issues that are believed to have an effect on the organization or those it serves.
  9. Attempt to interpret the needs of those we serve to the organization and to interpret the actions of the organization to those it serves.
  10. Refer complaints to the proper level in the chain of command.
  11. Ensure that the organization is well-managed, not to manage the organization.
  12. Represent the community that LPCTV serves and not a specific geographic area or specific interest within the community.
  13. Act as a "trustee" of LPCTV and ensuring that the organization is well- maintained, financially secure, growing, and always operating in the best interest of the community.
  14. Declare conflicts of interest between personal life and position on the board and abstain from voting when appropriate.
  15. Maintain a distinction between LPCTV-related business and personal business.
  16. Become familiar with all of LPCTV's Policies & Procedures.
  17. Abide by and uphold all of LPCTV's Policies & Procedures as they relate to my involvement with the organization.
- B. Each board member will not:
1. Criticize fellow board members or their opinions outside of a meeting.
  2. Use LPCTV for personal advantage or that of friends or relatives.
  3. Discuss the confidential proceedings of the board outside of a meeting.
  4. Promise how a vote will be cast on any issue before a meeting.
  5. Interfere with the duties of the chief staff executive or undermine his/her authority with staff members.
  6. Misrepresent an affiliation with the organization when out in the community.
  7. Knowingly falsify information regarding LPCTV matters to LPCTV staff, fellow board members, or community members.
  8. Knowingly violate any of LPCTV's Policies & Procedures.

### **IV. Membership**

- A. Free and open access to channel capacity is provided for all community members. One does not need to be registered as an LPCTV member to have access to channel capacity, i.e. providing tapes for playback, community `bulletin board announcements, and / or making requests for particular content distribution. Memberships, however, allow for additional privileges, listed below (See "Membership Priveleges").
- B. Anyone wishing to utilize the equipment, training, and / or facility of LPCTV must register as a member of LPCTV. By registering as a "member", individuals are eligible to become certified "users" of LPCTV equipment, its facility, and all services offered, including all levels of training.
- C. Memberships are valid for 1 full year and are subject to renewal upon annual expiration dates.
- D. There are two (2) types of LPCTV Memberships:
1. Individual Membership
    - a. Offered to all community members
    - b. Each individual member must complete and sign a membership application form certifying to abide by all regulations imposed by LPCTV and familiarity with its Policies & Procedures.
    - c. Individual members of LPCTV are entitled to all privileges of membership (see Membership Privileges).
    - d. Any individual member under the age of 18 must obtain permission of a legal guardian.
      1. Legal guardian's signature must accompany youth members' signature on the application form.
        - a. Signature by legal guardian must be made in person at LPCTV.
        - b. Legal guardian signatures are thereafter required for every subsequent form.
        - c. The legal guardian is ultimately responsible for all utilization of privileges and fulfillment of obligations (see Membership Privileges).
        - d. The legal guardian is ultimately responsible for the costs associated with any damaged or lost equipment, or violation of other policies.

2. Organizational Membership
  - a. any non-profit organization in the service area is eligible for LPCTV membership; these include schools and municipal offices
  - b. the organization shall appoint up to 5 representatives who are eligible for utilizing privileges of membership fulfill its membership obligations,
  - c. any employee or member of the organization may take advantage of the benefits of LPCTV's Organizational Membership Benefits on behalf of the organization, under the direct supervision of any of the organization's representatives
  - d. schools and municipal offices qualify as "organization"
  - e. all representatives may utilize privileges of membership (see Membership Privileges)

#### E. Membership Privileges

1. training & certification in all areas of production
2. access to LPCTV equipment, its studio, and channel time
3. produce programming for PEG Access channel(s)
4. technical assistance with all areas of production
5. access to official training courses, as made available by LPCTV
6. promotion of programming by LPCTV
7. voting privileges at annual meetings and for LPCTV Board of Directors
8. candidacy for LPCTV Board of Directors as Member Representative

#### F. Membership Obligations

1. Individuals and organizational representatives ensure their own membership status by abiding by all Policies & Procedures set by LPCTV and fulfilling membership obligations.
2. In return for special utilization of services (use of equipment, training, tape stock, etc.), LPCTV asks members to offer an annual level of support.
  - a. Annual Level of Support may include volunteering or making a financial contribution.
  - b. Volunteering is the preferred method of support - LPCTV encourages members to help sustain operations by working on any number of projects.
  - c. LPCTV does happily accept financial contributions as a means of support.
    1. Suggested annual contribution for individuals is \$25, and is periodically reviewed by the Board of Directors.
    2. Suggested annual contribution for organizations is \$50, and is periodically reviewed by the Board of Directors.
    3. All financial contributions made to LPCTV are tax-deductible; a receipt shall be provided.

#### G. Proof of Eligibility

1. Applicants may be asked to provide proof of eligibility for membership.
2. Should there be a question of membership eligibility, LPCTV may require members to provide proof of current residency status.
3. Proof of residency may be requested by LPCTV.
  - a. This may include a passport, valid Vermont driver's license, valid Library card, school ID, military ID, utility bill, or any other document mailed to the individual to the address provided.
  - b. the acceptance of specific documentation is at the discretion of LPCTV
4. An organization's proof of eligibility may be requested by LPCTV.

## V. PROGRAMMING

### A. Administration of PEG Access

1. It is the responsibility of LPCTV as a PEG Access Management Organization to administer the appropriate use of Public Access, Education Access, & Government Access on its cable TV channel(s).
2. Programming is scheduled on a first-come, first-served non-discriminatory basis.
  - a. The Executive Director schedules programming according to the order in which they are received and in agreement with LPCTV's "Programming Priorities" (outlined below).
  - b. The Executive Director develops and maintains a regular weekly program schedule.
    1. A regular weekly schedule is used as a guideline when scheduling the channel.
    2. Program schedules are distributed via the LPCTV community bulletin board(s), LPCTV's website, and in the local newspapers.
    3. Every effort is made to grant requested time slots to producers, program

providers, and the LPCTV membership, in agreement with a "first come, first served" policy.

4. Timeslots
  - a. LPCTV breaks the scheduling of its PEG channel(s) into half-hour increments for internal use only; program lengths are not bound by any constraints or limits on time.
  - b. Any program with a total running time of 30 minutes or less is considered to consume 1 timeslot for each play, a program between 30 - 60 minutes consumes 2 timeslots, and so on.
  - c. LPCTV will only accommodate timeslot requests from members to the best of its ability and in accordance with its Programming Priorities; exact timeslots are never guaranteed.
5. Regular Program Schedule
  - a. LPCTV maintains an ongoing grid of regularly scheduled programs, series programs, and generic types of programming (i.e. Government Meetings, School Events, etc), referred to as the "Regular Weekly Program Schedule".
  - b. The regular program schedule is reviewed on a monthly basis.
  - c. Changes are made as new programs are received, production schedules are altered, or as requests are made by producers and/or the LPCTV membership. LPCTV members may request changes to the scheduling of the channel; requests will be taken into consideration by the Board of Directors and/or Executive Director.
  - d. Channel time is allocated on a first come, first-served nondiscriminatory basis.
    1. LPCTV will inform the local community of the resources (the equipment, facility, & training) available and promote the use of public access television to the best of its ability.
    2. The equal allocation of public access programming is subject to the participation from, and amount of programming produced - and provided by - community members, Independent Producers, and the LPCTV membership.

## B. Use of PEG Access

### 1. Public Access Use

- a. All community members have access to LPCTV channel time.
- b. Community members' requests are received on a first come, first served basis.
- c. LPCTV encourages the use of its equipment and facilities by community members to produce programming on the content of their choice.
- d. Community members may provide content of their own, or sponsor content provided by another party, to cablecast / playback distribution.

### 2. Education Access Use

- a. Academic and educational institutions have equal access to channel time on a first come, first serve non-discriminatory basis.
- b. LPCTV will videotape and playback local school board meetings as often as possible.
- c. LPCTV will collaborate with local schools to produce programming to present information on the schools, the school districts, and their programs, and will help publicize school events to the extent possible.
- d. LPCTV encourages the use of its equipment, facilities, and services by faculty and students to produce content for its channel(s).
- e. LPCTV will utilize outside sources of educational programming to playback when possible

### 3. Government Access Use

- a. Municipal offices, state & federal government, governmental agencies, elected officials, and political candidates have equal access to channel time on a first come, first serve non-discriminatory basis.
- b. LPCTV will videotape and playback local municipal board meetings as often as possible.
- c. LPCTV will collaborate with local municipalities to produce programming pertinent to the Towns and their residents.
- d. LPCTV will utilize outside sources of government affairs programming to playback when possible.
- e. Political Programming- LPCTV will provide programming featuring local and statewide elections, political candidates, and elected officials throughout the year.
  1. In doing so, LPCTV will remain impartial and present the programming on a first come-first served basis.
  2. Paid programming by any political candidate or elected official is strictly prohibited.
  3. LPCTV will provide a fair, impartial forum for all local candidates during election seasons.
    - a. "Election season" shall be interpreted as beginning upon the deadline of candidate petitions and ending upon the closing of the polls.

- b. Opportunities for equal channel time will be made available for all candidates during an election season.
- c. During general and town meeting election seasons, candidates may only appear on programs in the context of an election forum where all candidates have been invited or in coverage of a government meeting that is being recorded as part of LPCTV's government access programming priorities.
- d. LPCTV practices a "Fairness Doctrine", whereby no political programming, other than election coverage programming, is to be shown within a 24-hour period prior to a vote.

C. Criteria for Playback and Distribution

1. It is the duty of the Executive Director to verify that each program presented on the channel(s) meet LPCTV's programming guidelines and technical standards. All content meeting such criteria will be scheduled for playback according to LPCTV's programming priorities.
2. Any content containing the following is restricted from cablecast and/or other distribution:
  - a. advertising or commercial material, containing any "call-to-action" or direct promotion of a service or product offered by a commercial entity
  - b. gambling, lotteries, or "pyramid schemes"
  - c. libelous or slanderous material or any invasion of privacy
  - d. illegal use of copyrighted materials
  - e. programs cannot contain any "obscene" material, as interpreted by community standards.
  - f. Minors whose voice, image, or name are recorded in any setting without consent from a legal guardian.
  - g. Anyone whose voice or image is recorded in a private setting without their written consent.
  - h. Content that jeopardizes public safety.
3. Producers must not financially profit from content produced using LPCTV equipment.
  - a. producers may have up-front operational costs underwritten by a sponsor of their choice (see Underwriting Guidelines below)
  - b. producers who receive financial sponsorship for productions made with on-loan equipment from LPCTV shall give at least 25% to LPCTV
4. Producers and / or local resident sponsors assume all responsibility for program content
  - a. a "Producer Playback Request & Release" form must be completed and signed
  - b. producers must complete and sign form, thereby relieving LPCTV, its staff, its Board of Directors, and the cable company of any responsibility
  - c. The producers of programs own the content, and are held liable for the cablecasting of all content on LPCTV's channel(s).
  - d. When applicable, local resident sponsors share responsibility for program content and are held liable for the cablecasting of content on LPCTV's channel(s).
5. LPCTV may refuse the playback and/or distribution of content when evidence is presented that proves the content to be in violation of the above guidelines or that information on the "Producer Playback Request & Release" form has been falsified.

D. Programming Conflicts: Complaint Procedure & Conflict Resolution

1. LPCTV staff does not pre-screen or exercise any editorial control over submitted content.
  - a. Instead, all programming that is submitted must be accompanied by a signed "Producer Playback Request & Release" form and / or materials otherwise approved by LPCTV's Executive Director.
  - b. LPCTV does, however, reserve the right to refuse the playback and/or distribution of content if it is determined prior to cablecast / playback that the programming has violated the Criteria for Playback (see Criteria for Playback).
2. LPCTV will investigate any complaint from a community member about content that is presented on LPCTV's channel(s) or other media.
  - a. A complaint is valid if it is alleged that the content in question is in violation of any of LPCTV's Criteria for Playback (see above).
  - b. LPCTV staff will direct community members with complaints about specific content to the contents' producer(s) and sponsors.
  - c. If an allegation is made, the content in question may then be reviewed by the Executive Director and/or its Board of Directors.
    1. LPCTV's Executive Director will consult with the producer and/or local resident sponsor of the content about any complaint.
      - a. The Executive Director will analyze the complaint against the producer or sponsor's evidence.
      - b. The Executive Director shall make a fair judgment and offer a solution.

- c. If the solution is rejected by any of the parties involved, the situation will be brought to the LPCTV Board of Directors for analysis.
2. If it is determined that the allegation is accurate, the content and/or program may be discontinued from further cablecast / playback, at the discretion of LPCTV.
3. If there is question about its validity or accuracy, the determination shall be made, by consensus, by the LPCTV Board of Directors.
4. If consensus is not met, an independent non-partisan third-party will be brought in to intervene - if necessary, legal counsel will be consulted.
5. LPCTV staff will not pull any content from playback rotation and/or cease distribution without just cause or proof that the content in question is in violation of any "Programming Criteria" (above).
6. In the event LPCTV staff or equipment fails to execute the playback and/or distribution of an independent producer's, or sponsor's content as requested, LPCTV staff will notify him/her and attempt to remedy the situation.
  - a. Any complaints from an independent producer or local resident sponsor should be put in writing and addressed to LPCTV.
  - b. LPCTV staff and/or its Board of Directors will address each complaint and make every effort to resolve each situation with the independent producer or local resident sponsor.

#### E. Technical Standards

While LPCTV realizes that not all PEG access programming should be required to meet "broadcast quality" standards, it is expected that members will adhere to minimal picture and sound standards and submit their content on suitable formats and/or clean tapes.

LPCTV staff will assist members in ensuring these quality standards are maintained throughout each project, by providing technical assistance, guidance, and support.

1. All content submitted for cablecast / playback must meet minimum audio and visual quality standards.
  - a. All pertinent sound must be clearly audible and without distortions, achieving minimum acceptable audio levels.
    1. For DV, the minimum acceptable level is a peak of -25 dB on the VU meter.
    2. For analog audio, the minimum acceptable level is a peak of -15 dB on the VU meter.
    3. Optimal audio is -12 dB for DV audio and 0 dB for analog audio.
  - b. Excessive over-modulation of audio signals must not be present.
    1. "Excessive" over-modulation for DV audio is consistent VU meter readings of +5 dB or higher.
    2. "Excessive" over-modulation of analog audio is consistent VU meter readings of +15dB or higher.
      - b. All video was be free from excessive noise, and achieve adequate enough exposure levels to be visible on television.
      - c. If a submitted program contains content that does not meet the minimum required technical standards, the program will not be scheduled for playback / cablecast and the producer or local resident sponsor will be contacted.
2. LPCTV accepts the following videotape formats for submitted content: VHS, SVHS, DVD, DV, DVCAM, ¾".
3. Videotapes
  - a. Programs must be recorded in SP mode - only programs recorded in this mode will be accepted for playback / cablecast.
  - b. All programs submitted on videotape must contain a continuous control track, without any break, in order to be scheduled for playback / cablecast.
  - c. All submitted videotapes must begin with a minimum of 10 seconds of black before the first instance of video or audio, whichever is first and end with 10 seconds of black after the last instance of video or audio.
4. DVDs
  - a. Only DVD-R and DVD+R formatted discs are accepted for playback / cablecast.
  - b. Only programs that play after the initial "play" command will be accepted for playback / cablecast.
5. Production Value
  - a. LPCTV encourages all Independent Producers to make an effort to achieve the best possible production value.
  - b. LPCTV staff is available to assist Independent Producers with their productions in relation to achieving high production value.

F. Other Program Requirements: Titles, Contact Information, & Affiliations with LPCTV

1. All programs must contain text with the program name, producer's name, and production date.
  - a. This may be text slates before the start of each program, or as titles within the contents of the program.
  - b. LPCTV encourages the presentation of this - or equivalent - information at the start and at the end of each program.
2. LPCTV staff may insert basic titles, or text information, into programs where that information is absent, unless otherwise indicated by the producer.
3. LPCTV encourages Independent Producers to provide contact information within the contents of their programs.
4. Independent Producers are prohibited from affiliating themselves or their productions with LPCTV.
  - a. Producers may not include text or voice indicating that their production is in any way, shape, or form associated with LPCTV.
  - b. Instead, producers may include text or voice acknowledging LPCTV for the use of equipment and services.
  - c. Producers may also include general information about LPCTV and the services provided in their programs.
5. LPCTV reserves the right to insert disclaimers prior to, and following, any program that is scheduled to playback / cablecast on the PEG Channel(s).

G. Programming Priorities

1. LPCTV establishes and maintains priorities for programming. These priorities reflect the obligations LPCTV has in order to best serve the community, in accordance with its mission.
2. Priority is always given to programming produced by LPCTV members..  
Further, in consideration of scheduling, the following is a list of types of productions order of priority:
  - a. Live programming of local interest
  - b. Locally-originated programming of municipal or of community significance, produced by LPCTV member
  - c. Programming produced by LPCTV members, community members and/or of local interest
  - d. Any other programming produced by community members
  - e. Programming shared through VAN (Vermont Access Network)
  - f. All other "Imported" programming - programs from sources outside of the LPCTV coverage area and not directly of statewide or regional significance.
    1. LPCTV may select certain imported programming - this shall only include content that is offered via VAN (Vermont Access Network) or other Education or Government Access programming that has significance to the local community
    2. All other imported programming must be requested by a community member in order to be considered
    3. A producer and/or local resident sponsor may request a program to be presented
    4. LPCTV may schedule any program up to six (6) times in total during any one-week, unless otherwise requested by a program's producer.
    5. "Gavel-to-Gavel" coverage of local government meetings are shown a minimum of four (4)times, unless it is determined by the Station Manger that there is just cause (see below for definition) to playback a meeting fewer times.
      - a. "Gavel-to Gavel" shall be interpreted as uninterrupted coverage from beginning to end; editing of any kind is prohibited.
      - b. Government meetings recorded with LPCTV equipment will be shown no later than two (2) weeks after they are recorded.
      - c. All meetings will be given at least two (2) prime-time time slots.
        - d. "Just Cause" shall include: extreme length of meeting, which interferes with multiple "high priority" programming (see "Programming Priorities" outlined above), or technical problems with tape or taping of event
      - e. Under no circumstances will any municipal or school board meeting be shown fewer than four (4) times
    6. LPCTV reserves the right to compile its program schedules at its own discretion, in accordance with these policies.

H. Requests for Channel Time

1. All Independent Producers must complete a "Producer Playback Request & Release Form".
2. Any community member other than an Independent Producer who submits programming to LPCTV is thereby referred to as the "local resident sponsor" of the program and is required to submit an accompanying must "Sponsor Playback Request + Release"

form.

3. "Prime time" is considered to begin at 7:00 PM and end at 10:00 PM.
4. The producer of any program may request program time slots - one prime time request shall be granted per production, as long as the program(s) does not contain content with profanity, excessive violence, nudity, or sexually explicit material (hereby noted as "Advisory Material).
5. LPCTV will present any program with content containing "Advisory Material" between 10:00PM - 6:00 AM, and will refer to these hours as the "Safe Harbor Period", using FCC regulations as a guide.
6. LPCTV will not cablecast and/or distribute by other means any content that has been identified by its producer(s) as containing content in violation of any the guidelines for playback and distribution (SEE ABOVE)
7. While LPCTV may own the production equipment and / or acquisition devices, such as tapes, with or on which an independent producer uses to produce program, it is the producer who owns the content and the material on the tape.
  - a. The producer assumes all responsibility for the content of his / her material
  - b. LPCTV will not duplicate and/or distribute any programs to any parties without the consent of the producer.

#### I. Repeat Programming

1. LPCTV guarantees one timeslot ("playback") for any program that is submitted according to policy, unless otherwise requested by a program's producer and at the discretion of LPCTV staff.
2. The maximum number of timeslots permitted for any one program during the first week after submittal is eight (8), and sixteen (16) for the first 2 weeks.
3. Program scheduling and all subsequent repeats are subject to the Programming Priorities.
4. Unless otherwise requested by the member, sponsor, or Independent Producer of a program, repeat scheduling is at the discretion of LPCTV.

#### J. Series Programs

1. Series programs are those that are regularly produced by members / Independent Producers, or submitted by Sponsors on a regular basis, such as daily, weekly, monthly, or as otherwise indicated.
  - a. Those submitting requests for playback of series programs shall indicate in advance the regularity of episodes (i.e. daily, weekly, monthly...).
  - b. If episodes are not received by LPCTV within the indicated timeframe, the series will be subject to withdrawal from the regular program schedule, until a new episode is received.
  - c. Repeated failure to submit episodes in to LPCTV within the indicated timeframe is subject to being "pulled" from regular rotation as a series; such programs will thereafter be treated as one-time productions and will be subject to individual "Playback Request & Release" forms.
2. Producers of series programs may submit 1 "Playback Request & Release" form for the duration of each series, or annually, whichever comes first.
3. Timeslot requests for series programs shall be maintained as closely as possible and in accordance with the Programming Priorities (see above).
4. LPCTV will, to the best of its ability, assist producers of series programs with publicity, as a means to give further incentive for regularity of productions.

#### K. Resident Sponsorship of Imported Programming

1. Local residents may request programming - produced by someone else - to be presented on LPCTV's PEG Channel(s).
  - a. Such programming may originate from outside the local service area.
  - b. The local resident sponsor is responsible for obtaining the material from the producer or original presenter and supplying LPCTV with the best possible copy of that material for playback / cablecast.
2. Since such programming is allocated as a lower priority than other types of programming (see Program Priorities above), LPCTV may re-schedule the sponsored program at its discretion.
  - a. If a conflict arises between local resident-sponsored programming and that of a higher priority, LPCTV reserves the right to "pull" the sponsored program from playback rotation.
  - b. LPCTV does not guarantee regular playback / cablecast of sponsored programming.
3. Such programming must meet Criteria for Playback (see above), and permission must be granted to the local resident sponsor.
  - a. If evidence is presented indicating a program is being "sponsored" without permission, that

program may be immediately ceased from further playback / cablecast and/or other means of distribution.

- b. The local resident sponsor is responsible for obtaining and maintaining documented permission from the producer of the program.
4. Local resident sponsors must complete, sign, and submit a Sponsor Request for Playback form before a program may be considered for scheduling on the PEG channel(s).
5. A local resident sponsor is not required for programming presented or produced by government agencies or educational institutions from outside the local service area.
  - a. Such programming may be presented on a channel devoted for Educational Access or Governmental Access, with or without solicitation from a local resident.
  - b. LPCTV reserves the right to schedule programming presented or produced by government agencies and educational institutions at its discretion.

## **VI. EQUIPMENT AND FACILITIES USE**

- A. All members are eligible to use LPCTV equipment and its facilities, for the purposes of creating content for LPCTV distribution.
  1. "Distribution" may include programming playback on LPCTV's cable TV channel(s), and/or any other available electronic or print medium provided by LPCTV.
  2. Community members wishing to utilize equipment and facilities must first register as LPCTV members.
  3. Memberships must be current and valid prior to utilizing facilities and equipment. (See Membership Policies above).
- B. Orientation.
  1. Prior to utilizing facilities & equipment, all members must initially register for and complete an LPCTV orientation.
  2. Orientations are offered by LPCTV staff to all new members, or those interested in becoming members
  3. Orientations are free and open to the public
  4. Dates and times of orientations are posted on the website, community bulletin board, and periodically in available print media.
- C. Training Courses & Certification
  1. All members are eligible to enroll in training courses offered by LPCTV.
  2. Training courses are used by LPCTV to certify members as users of specific pieces of equipment.
  3. Only members who have been certified by LPCTV staff are eligible to use on-loan equipment from LPCTV.
  4. Members may only sign out on-loan equipment on which they have been certified by LPCTV.
  5. Only LPCTV staff may certify a member on any given piece of equipment.
- D. Use of On-Loan Equipment
  1. Equipment is available for use and/or on-loan sign-out on a first come, first served non-discriminatory basis for the purposes of creating a project for use on LPCTV's PEG channel(s) and, if applicable, other distribution systems.
  2. "On-Loan" equipment refers to cameras, tripods, sound equipment, and lighting that members take out into the field with them.
  3. LPCTV requests that members reserve equipment in advance, preferably at least 2 days, by calling, emailing, or making an in-person request during regular operating hours.
  4. Members are responsible for reserving equipment that is appropriate for their projects.
    - a. LPCTV staff is always available to assist and advise members with project planning and determining what equipment to use.
    - b. Upon request for reservation, members must inform LPCTV staff of their intent with the equipment and details of the project.
    - c. LPCTV staff may request a written description of each project from members to better assist with project planning, equipment needs, and timeframes.
  5. All requests for on-loan equipment are at the discretion of LPCTV staff.
    - a. Equipment must be picked up at LPCTV on the pre-specified date, during normal operating hours.
    - b. Equipment must be returned to LPCTV by the pre-specified date, during normal operating hours.
    - c. Members may reserve on-loan equipment for periods of up to five (5) days maximum.
    - d. Requests for periods longer than five days may be submitted, and are subject to approval by LPCTV staff.
  6. It is an understanding between LPCTV and members that on-loan equipment will be used for projects whose content will be used in some form for distribution as a program on the PEG channel(s).
  7. On-loan equipment must be returned in the same condition as it was upon sign-out.
    - a. LPCTV staff inspects equipment and documents condition upon signing out and upon return.
    - b. Members using on-loan equipment are liable for any damages sustained, or changes to the condition of the equipment, during their use.
    - c. Members will be held accountable and billed accordingly for any repairs made or

- replacement parts ordered as a result of damages sustained during their use.
8. Members are responsible for any equipment that is lost or stolen during their use.
    - a. If equipment is stolen during use, members are required to report the case to LPCTV right away.
    - b. Members will be held accountable for any equipment that is lost during use, and billed accordingly for replacements.

#### E. Studio Use

1. Studio is available on first come, first serve, non-discriminatory basis by LPCTV members for the purposes of creating content for cablecast / playback on the PEG Channel(s).
2. All productions must be made in accordance with LPCTV's Programming Policies & Procedures.
3. Those requesting studio time are encouraged to make a reservation at least 1 week in advance.
4. Equal time shall be provided for anyone wishing to express contrary opinions.
5. LPCTV staff may invite community members and others into the studio to discuss topics of community interest.
  - a. Studio guests are not required to be LPCTV members.
  - b. In the case where issues are to be discussed, LPCTV staff will invite guests from each side to ensure equal time.

#### F. Independent Producer Responsibilities

1. Independent Producers are encouraged to staff their own studio productions.
  - A. If / when crew cannot be provided by producers, LPCTV staff may be available to provide technical assistance on studio productions where needed.
  - B. LPCTV encourages Independent Producers to volunteer on each others' projects.
    1. LPCTV may provide Independent Producers with volunteer contact information, when given permission by prospective volunteers to do so.
    2. Independent Producers are encouraged to maintain their own contact lists for prospective crew members.
    3. Independent Producers may choose to compensate crew members.
  - C. If LPCTV staff is involved with the productions, Independent Producers are required to provide any necessary materials to staff at least 2 days in advance.

Such may include:

    1. videotape for playback, or "B Roll"
    2. written rundown sheets
    3. names and contact information of guests and crew members
    4. any other written information to be used for titles, subtitles, and graphics
    5. still images
    6. music, sound effects, or other audio for soundtrack
2. Independent Producers must never identify themselves as LPCTV employees or LPCTV volunteers.
  - a. Independent producers work independently of LPCTV, even if they are using LPCTV equipment in their productions; they are community members borrowing equipment from LPCTV, not LPCTV producers. Falsification of this affiliation is prohibited.
  - b. The exception to this is if the producers are volunteering for LPCTV and are on an LPCTV-assigned volunteer project; it is then acceptable for the crew members to identify themselves as "LPCTV volunteers".

#### F. Use of Editing Facilities

1. Editing facilities are available on a first come, first served non-discriminatory basis by LPCTV members for the purposes of creating their own content for cablecast / playback on the PEG channel(s).
2. Members must be certified on LPCTV editing equipment prior to use.
3. Members are encouraged to reserve editing facilities at least 1 week in advance.
4. Editing times shall be reserved in 2-hour blocks per use - requests for additional time are at the discretion of LPCTV staff.
5. LPCTV's non-linear editing systems
  1. Storage of footage on LPCTV hard drives is allotted a 1-month maximum.
  2. Requests for additional time are at the discretion of LPCTV staff.
6. No food or beverage is allowed at any of the editing suites.
7. Members are encouraged to label their own tapes.
8. Members are responsible for the maintenance of their tapes.
  1. Members are encouraged to not leave the tapes at LPCTV for the duration of their projects
  2. Members are encouraged to monitor and log each tape prior to editing

#### G. Videotape and other Media Stock

1. Members are expected to provide either their own raw videotapes or other media, or to purchase them from LPCTV.

- a. If using their own media, members shall ensure that the media is clean and free of harmful materials.
- b. LPCTV staff must approve media sources prior to use in LPCTV equipment.
- c. LPCTV will provide raw media to members in the event they cannot provide their own.
  1. LPCTV will sell new videotapes (and other media, when applicable) for a charge to members upon request.
  2. LPCTV may provide used media to members on a short-term loan basis.
    - a. Members must return on-loan media upon project's completion.
    - b. Members are ultimately responsible for the content on the tapes.
      1. Members should take their own precautions when using and then returning on-loan tapes.
      2. LPCTV is not responsible for clearing contents (i.e. "blacking out") from videotapes before lending them to members.

#### H. Copyright & Content Ownership

1. Independent Producers retain ownership of the content of any program produced with LPCTV equipment or facilities.
2. LPCTV may retain ownership of the master tape of any program produced using LPCTV equipment, unless other arrangements are made.
3. LPCTV reserves the right to playback/cablecast any program, or otherwise distribute the content contained within, that is produced using its equipment and facilities any number of times on the PEG channel(s).
4. LPCTV may also, at its discretion, erase a program in order to recycle a videotape or if the material is no longer timely.
5. Any Independent Producer may choose to purchase the master tapes, whereby s/he retains ownership of the tape(s).
6. Sponsors are responsible for determining the owner of the program(s) they submit and abiding by the requests of the copyright holder(s) and/or owners of the content.
  - a. Material that is provided by a local resident sponsor may be archived at LPCTV unless otherwise indicated by that sponsor, or the programs' producers.
  - b. LPCTV reserves the right to playback/cablecast any program, or otherwise distribute the content contained within, that is provided by a local resident sponsor, unless otherwise indicated by that sponsor.
  - c. Duplication and / or other distribution of material that is provided by a local resident sponsor is at the discretion of LPCTV, unless otherwise indicated by that sponsor, or the programs' producers.

### VII. Video Duplication and other Content Distribution

- A. LPCTV may operate a video duplication service, providing content on-demand for a fee.
  1. The duplication fees shall by set and periodically reviewed by the LPCTV Board of Directors.
  2. Duplication fees are intended to cover the costs of videotape / media stock, packaging materials, and duplication equipment usage ("wear & tear").
- B. LPCTV may duplicate and distribute any content of which it is the owner - this may include meetings and events held by government bodies, and other community programming produced exclusively by, or in part by, LPCTV staff members.
- C. LPCTV may duplicate and distribute any content for which it has received written permission from its producer(s).
- D. Under no circumstances shall content be duplicated and distributed by other means before its initial cablecast / playback on its designated PEG Channel(s).
- E. Producers using LPCTV equipment & facilities are entitled to 1 free copy for each program they produce for distribution on the PEG channel(s).
  1. All additional copies are subject to a duplication fee.
- F. Discounts on video duplication shall be made available to LPCTV members.

### VIII. Right of Refusal (adopted 3/24/10)

- A. LPCTV reserves the right to refuse services to any individual found in violation of LPCTV's operational policies.
  1. An individual found in violation of policies pertaining to use of facilities & equipment is subject to being banned from future use of those facilities and / or equipment.
  2. Any individual who is found to be disrespectful of others in the facility is subject to having privileges removed by the Chief Operating Officer / Executive Director or the Board of Directors.
- B. LPCTV will never interfere with a community member's first amendment right of cablecasting public access programming on its TV channels. However, violations of LPCTV's Operational Policies may result in loss of some operational privileges, at the discretion of the Chief Operating Officer / Executive Director or

Board of Directors. These losses of privileges may include borrowing on-loan equipment, facility use, or participating in training classes / workshops.

- B. Each violation of an LPCTV Operational Policy will be reviewed on an individual basis.
  - 1. A first violation of any policy is subject to a verbal reprimand from the Chief Operating Officer / Executive Director.
  - 2. A second violation will result in a written reprimand from the Chief Operating Officer / Executive Director or Board President.
  - 3. A third violation is subject to loss of privileges for up to six months.
  - 4. Any individual committing more than three violations of LPCTV's Operational Policies is subject to an indefinite loss of privileges.

#### IX. Community Bulletin Board (adopted 3/24/10)

A. Anyone wishing to communicate with cable subscribers for non-commercial purposes may submit a brief message with accompanying graphics to be shown on the community bulletin board, which is displayed on LPCTV's TV channels as well as its website.

B. Users must submit their messages at least two weeks in advance. All messages must be accompanied by contact information for further information and the name of the sponsoring organization or individual.

- 1. At a minimum, the contact information must include a phone number.
- 2. Website and email addresses or other contact information are also encouraged.
- 3. Messages may be submitted via mail, fax, email, phone, or through LPCTV's website.

C. Priority is given to events & information pertaining to the service area.

D. LPCTV will display messages for events up until the day of the event.

E. If there is a specific date or time when the messages should be displayed, or not displayed, that information must accompany the message.

F. LPCTV may also use the community bulletin board to promote its own services, its programming schedules, and as an alternate revenue stream through the enhancement of its own community-based fundraising initiatives.

G. Submissions must be non commercial and not contain any advertising messages. Specific pricing or financial information for should be omitted from messages.

H. Submissions may be edited by LPCTV prior to distribution in order to control and maintain the broadcast appearance of graphics and text.

I. LPCTV shall maintain a list of guidelines and make them available to community bulletin board users.

1. Here are some general guidelines and tips for bulletin board announcements:

- a. Use large serif fonts - those with more solid lines (tahoma, arial, etc.).
- b. Only include the most essential and general information (what, where, when, and contact info).
- c. Font size should be 30-point at a minimum.
- d. Use contrasting colors between background & foreground (i.e. light text over dark background or vice versa).

e. Include a logo, photograph, other graphic, or a combination.

J. LPCTV reserves the right to refuse any messages submitted that are in violation of the guidelines.

#### X. UNDERWRITING, SPONSORSHIPS, & FUNDRAISING

A. LPCTV accepts underwriting grants from businesses and individuals to help cover the operational costs associated with production, post-production, and programming.

B. All underwriting grants are in the the form of cash or in-kind donations of materials or services.

C. Business and individual support will be recognized by LPCTV in the following ways:

- 1. exposure on the bulletin board,
- 2. immediately before and after channel 8 programming,
- 3. on the website,
- 4. and in written media for mass distribution, such as newsletters and annual reports.

D. The extent to which underwriters and sponsors are given exposure corresponds to their levels of financial giving. There are three tiers of underwriting support:

- 1. "Friend of LPCTV"
- 2. LPCTV Sponsor
- 3. LPCTV Patron

E. The amounts of the varying levels of giving shall be determined by LPCTV's Board of Directors.

F. LPCTV accepts underwriting grants on an ongoing basis.

G. Recognition for in-kind donations will be determined by the managing Director.

H. Underwriters will receive any newsletter or other written community outreach correspondence.

I. LPCTV welcomes additional financial support through a "contributing members"

campaign.

J. Acknowledgment of Program Sponsors - Producers may give credit to an individual, company, or organization that underwrites any of their production costs. This is meant to give underwriters credit, but not advertising time.

1. The following are examples of such acknowledgements that are permitted:

- program
- a. A fifteen (15)-second voiceover (see examples below) and video display per underwriter at end of program
  - b. Video title including name, address, website and/ or phone number of company or organization
  - c. Corporate Logo that fills no more than one-quarter, or 25 percent, of the screen
  - d. Video of symbols or images - but not products or services in action - that represents the sponsor.
    1. "Products" are any items sold by sponsor
    2. "Services" are activities that are offered, such as tax preparation, athletic lessons, repair work.
  - e. Video of employees or the sponsor.
  - f. Some audio voiceovers are permitted. Samples of these follow:
    1. "This program was made possible by a grant from xyz"
    2. "Local presentation of xyz was made possible by xyz"
    3. "This program has been brought to you by xyz"
    4. "We'd like to thank xyz for their contribution making this program possible"
2. The following are examples of program acknowledgements that are prohibited:
- a. Video of a product, service in action, or packaged goods in or out of the container
  - b. Video of a service provided for a price by the organization
  - c. Calls to action such as "buy, try, consider, or call this or that"
  - d. Comparative statements, qualitative adjectives, or any subjective evaluations, such as "the best xyz", or "xyz is ahead of everyone else"
  - e. Segments less than fifteen minutes in length may only give a visual credit or thank you to sponsors in ending credits but may not give a 15-second underwriting announcement.

## **XI. Production Services for Hire**

LPCTV offers field video production and editing services to individuals and non-profit organizations for a fee.

This is a

service that clients may opt to utilize when they wish to hire LPCTV staff to perform production work for them, rather

than do it themselves. The fees for such services are set by the Board of Directors and is subject to change.

In order for a client to be eligible to utilize LPCTV's production-for-hire services, the content in production must be intended for use on cable television channels operated by LPCTV, unless other circumstances are arranged with the

Executive Director prior to production

Examples of production services for hire include, but are not limited to: camera crew, interviewer, and editing.

### **NEED TO ADD FOLLOWING POLICIES:**

LOBBYING, NOT SUPPORTING REFERENDUMS OR CANDIDATES  
INCLUDE CODE OF ETHICS

DEFINE VOLUNTEER VS PRODUCER

VOLUNTEER POLICIES- CREDITING FOR HOURS WORKED, COMMUNITY SERVICE, STUDENTS FOR GRAD CREDITS

EQUIPMENT & STUDIO RENTAL

WEB DISTRIBUTION & DIGITAL MEDIA WORKFLOW

### **NEED TO UPDATE:**

Technical Standards  
Duplication

**Definitions:**

“Community Member”- any person who meets one of the following criteria:

- a) resides in Ludlow, Plymouth, Cavendish, or Mount Holly
- b) attends school, or is employed by a school, in one of these towns
- c) is involved with a non-profit organization in one of these towns

“**Member**”- an individual or organization who registers with LPCTV in order to participate in services such as training, certification, and use of equipment and facility (also “membership” - pertaining to all members)

“**Producer**”- anyone who creates content of his/her own choice on his/her own time and submits that material to LPCTV for distribution

“**Volunteer**”- anyone who volunteers his/her own time to either work on the production of content of someone else’s choosing or to work towards the completion of an LPCTV task without being financially compensated

“**bulletin board**”- The bulletin board is the community calendar that displays on the channel in between programming and at scheduled times throughout the day; it provides information of community relevance, news items, announcements from non-profit organizations, governmental bodies, schools, and channel 8 programming information. The bulletin board is a free service provided to local non-profit, municipal, and scholastic organizations for disseminating information.

“**FCC**” - Federal Communications Commission, the governing body of all electronic and print media in the United States of America

“**Cablecast**” - the playback of programming via the PEG channel(s)

“**Playback**” - the cablecasting of content and programs over LPCTV’s master control system onto the PEG channel(s)

“**distribution**” - the act of disseminating content by cablecasting and/or other means, including videotape duplication, web streaming, print, and audio.

“**Public Access**” - programming that is produced and/or provided by a community member or a member of the public at-large, regardless of content

“**Education Access**” -programming that is produced and/or provided by a member of an educational institution, or one that is produced by some other party with the intent of delivering content of educational value or the distribution of information from a school district.

“**Government Access**” - programming that is produced and / or provided by a governmental body, institution, or government-funded organization; programming presenting “gavel-to-gavel” coverage of government meetings; programming distributing information from a governmental body or branch of government.

“**PEG Access**” - the combination of public, education, and government access

“**Certification**” - process of being trained on any piece of LPCTV equipment, based on successful completion of training; subject to approval of Executive Director

“**Coverage Area**”, “**Service Area**”, or “**Local Community**”- Ludlow, Plymouth, Cavendish, and Mount Holly

