OPERATING RULES AND PROCEDURES FOR NEWTV MEMBERS

Effective March, 2018

NewTV
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Newton, MA 02461

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newtv.org
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Operating Rules and Procedures for NewTV Members

MISSION STATEMENT

NewTV is an Emmy® Award-winning, state-of-the-art media center dedicated to providing quality local programming and training to the diverse Newton community. As a non-profit organization, NewTV’s three channels (Community, Education and Government) provide an accessible platform for expression and innovation – an alternative voice to mainstream media while supporting the First Amendment right to free speech of the Newton community.

FOREWORD

The local franchising cable licenses between the City of Newton and its cable providers provide for the funding of a non-profit organization "to provide services to Public, Educational and Governmental Access users." Newton Communications Access Center, Inc., operating as NewTV, a membership-based, non-profit 501(c)(3) corporation, with studios and offices located at 23 Needham Street, Newton Highlands, Massachusetts, has been designated as the provider of those services since 1991.

NewTV offers a public forum for electronic free expression, providing its services on a first-come, first-served, non-discriminatory basis. Those services include training in television production and related technologies, providing the equipment necessary for producing cable television and web-based programming, and administering the programming on three subscriber channels and on associated websites.

NewTV also provides additional services that reflect community needs including coverage of local government meetings, school events, election debates and forums, graduations, celebrations, ceremonies, and neighborhood events. NewTV distributes these programs to cable and internet viewers.

The following Operating Rules and Procedures were generated to provide guidelines for NewTV members to participate in NewTV activities and services.
I. DEFINITION OF TERMS

Access Equipment – Equipment that is available to all active NewTV members.

Access Programming – Programming created by a NewTV member.

Certification – Status awarded to a NewTV member upon completion of a training course. When certified, members can reserve, check out and use equipment covered by the specific certification course.

Commercial – Promoting the sale or purchase of a specific product, line of products, service, or any other call to action or interaction with a for-profit entity.

Community Producer – NewTV member who has been certified, following the appropriate course work at NewTV, to produce programming.

Co-Production – A production in which there is more than one producer. At times, NewTV co-produces programming with a community producer. Such productions must meet the same requirements as local origination programming.

Crew – Individuals or groups of individuals who are NewTV members and who participate in the production of a Program.

Distribution – The dissemination of programming via cablecasting, websites, podcasts or other media.

Dub – A copy of all or part of a recording, not necessarily on the same media.

Episode – A single program in a Series.

Facility – NewTV’s studio and control room, training room, conference room, edit suites and screening room.

Feature – A stand-alone program, not part of a Series.

Field Production – A production of which the major portion of the recording takes place outside of a studio.

Home Spot – A project’s primary airtime where new, unique programs/episodes air when applicable.

Import Programming – Programming which does not qualify as access programming or local origination programming.

Intern – A student who works at NewTV under the supervision of a staff member to develop skills and experience. Interns usually receive course credit upon satisfactory completion of the internship period.

Live – Event that cannot be stopped or started at will, such as a government meeting.

Original Programming – Programming produced by the staff of NewTV. May also be a co-production with a community producer, volunteers, and community groups.

Producer – Person with overall responsibility for a project. When a project has more than one producer of equal authority, they are both called co-producers.

Production – An audio/video recording suitable for distribution; also, the actions and steps contributing to the creation of an audio/video recording.
Program – Generic term for episode, series or feature. For more precise understanding, differentiate by using the term, “episode,” “series” or “feature.”

Project – All the activities associated with the production of a program at NewTV. If multiple programs/episodes are associated with the project, it may be considered a series.

Props – Shorthand for property. Usually static equipment used to add aesthetic value to the scene being recorded.

Remote Shoot – See Field Production.

Series – Shorthand for a series of programs under a consistent title, revolving around a similar theme, and produced and aired on a regular schedule.

Sponsor – An active NewTV member who chooses to import a program from another source outside of NewTV. Friends of NewTV and Corporate members may not be sponsors.

Staff Equipment – Any equipment limited to staff use.

Studio Production – A production of which the major portion of recording takes place in a studio.

Talent – A person who appears visually and/or aurally in a production.

Volunteer – A member who works as part of a crew or in other unpaid capacity for NewTV.

II. MEMBERSHIP

All people, firms, corporations, businesses, organizations, institutions, and other entities are eligible for NewTV membership.

A. Summary of Membership Categories
(for details, see Section II.B., below, and Membership Application form)

<table>
<thead>
<tr>
<th>Membership Requirements</th>
<th>Producing Members</th>
<th>Supporting Members</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Individual</td>
<td>Family</td>
</tr>
<tr>
<td>Application</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Membership Fee (as of 2/12/18)</td>
<td>$25</td>
<td>$50</td>
</tr>
<tr>
<td>Proof of Newton Address</td>
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<td>Yes</td>
</tr>
<tr>
<td>Attend Orientation Session</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Abide by Rules &amp; Procedures</td>
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<td>Yes</td>
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</table>

<table>
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<tr>
<th>Membership Privileges</th>
<th>Producing Members</th>
<th>Supporting Members</th>
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</thead>
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<tr>
<td></td>
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<td>4</td>
</tr>
<tr>
<td>Training (# of people)</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Use of Equipment/Facilities*</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Receipt of Newsletter</td>
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<td>Yes</td>
</tr>
<tr>
<td>Annual Meeting Votes</td>
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<td>1</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Sponsor Imported Programs</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*Certain facility rentals require additional fees.
B. Types of Membership

i. An Individual Membership is available to any resident of Newton. Membership includes:
   - Use of equipment/studios/facilities to produce and/or volunteer on NewTV member productions
   - Receipt of newsletter and programming information
   - Ability to distribute programs at no charge
   - Access to workshops and use of equipment
   - Eligibility to receive technical advice from the NewTV staff for program production
   - Eligibility to vote at NewTV general membership meetings (one vote per individual member)

ii. A Family Membership is available to up to four persons within the same household in Newton (at the same address) who apply together for membership. People joining NewTV under a family membership shall have all the privileges of individual membership except that only one vote may be exercised for each family membership.

iii. A Non-Profit Organization Membership is available to any Newton-based non-profit organization and will provide all the privileges of individual membership, except that only one vote may be cast per non-profit membership. Non-profit organizations are eligible to receive training for up to seven (7) employees and/or volunteers per membership each year with training for additional people available at an additional fee.

iv. A Friends of NewTV Membership is available to all people located outside of Newton who join as non-producing members. Membership includes:
   - Access to NewTV workshops and events
   - Receipt of newsletter and programming information
   - Volunteering on NewTV member productions
   Friends of NewTV may not sponsor a program for distribution on any of NewTV’s channels. Voting privileges are not available with this membership.

v. A Corporate Membership is available to local, regional and national businesses. Membership Includes:
   - 10% off video production services (up to $10,000/year)**
   - 10% off facility rental (including a 42-seat screening room, training center and conference room)
   - An ad in NewTV’s weekly e-newsletter for six (6) consecutive weeks
   - Access to NewTV workshops and events
   - Newsletter and email updates
   Corporate members may not sponsor or air a program for distribution on any of NewTV’s channels or media outlets. Voting privileges are not available with this membership.

**Based on availability

C. Internships

Internships are available to any individual participating for credit in an approved course of study at an educational institution or in a special program sponsored by NewTV. Intern memberships are available for a period not to exceed six months, renewable at the discretion of the Executive Director. There is no fee for an internship and there are no associated voting privileges. Interns must fill out a form with their contact information and emergency contact information and return it to their supervisor by the start of their internship.

D. Representation

Members do not represent NewTV in any official capacity and should refrain from implying such representation. False representation of NewTV may result in suspension of membership privileges.
Such false representation might include, but not be limited to, statements such as "I am producing for NewTV" or "I work at NewTV."

III. TRAINING AND PRODUCER CERTIFICATION

A. Eligibility for Training
Any individual, family non-profit organizational or friends of member who meets the conditions set forth in Section II.B is eligible for training. Workshops are given under the direction of the NewTV staff or by a person appointed by NewTV.

B. Workshop Schedules
Workshop schedules are distributed to all members through the NewTV newsletter and are posted on the NewTV webpage (www.newtv.org). Advanced workshops require prerequisite training. Members wishing to take classes may sign up for them on a first-come, first-served basis. A materials fee may be imposed for NewTV courses.

C. Privileges of Membership
Community producers may earn rights and privileges as follows:
   i. Members who have completed the orientation may sponsor a program.
   ii. Members who have passed a basic certification course may produce programming with NewTV access equipment.
   iii. Members who have received advanced training may be certified to use specialized equipment.

D. Standards for Certification
The Executive Director or designee will establish standards for certification. Members may be certified and exempted from classes by demonstrating proficiency.

E. Re-Certification
Annual re-certification of community producers will automatically take place with renewal of membership, provided that, in the case of advanced certification, the community producer has been involved in a NewTV-based production in the previous two years.

IV. RESPONSIBILITIES AND INSURANCE

A. Agreement with Rules
Familiarity and agreement with these Operating Rules and Procedures is a prerequisite to using NewTV’s equipment. All members are required to reaffirm the NewTV Operating Rules and Procedures agreement when yearly membership dues are paid.

B. Responsibilities of Producers
Community producers are responsible for the NewTV facilities and equipment signed out to them, as well as for the actions of their talent, crew, guests, and others involved with their production. When a community producer determines that no NewTV volunteer member is available and/or able to provide specific skills needed to assist in the Production of a NewTV program, the community producer may, with the prior agreement of the Executive Director or designee, hire a non-member to provide such services at a rate to be approved by the Executive Director. Under such circumstances, the community producer will qualify for reimbursement of that expense from any underwriting funds procured by the community producer for that program. See section VI.D. for information about underwriting.

C. Protection of Equipment
Equipment may not be used in conditions hazardous to the equipment. NewTV holds an insurance policy for its equipment while in use by members. Premiums are paid by NewTV and the policy is in NewTV’s name. In the event equipment is damaged, destroyed, lost or stolen, the community producer is obligated to cooperate fully with the NewTV insurance carrier. The community producer
is responsible for any deductible if damage occurs due to negligence. In the case of theft, the community producer is responsible for the following in order for the insurance company to honor the claim:

i. A police report must be filed immediately; and,

ii. Equipment cannot have been left unattended.

In the event that NewTV’s claim is not honored by its carrier and the community producer is found to have failed to take reasonable precautions to protect NewTV’s equipment, it is the responsibility of the community producer to reimburse NewTV for the replacement value of the lost equipment, as determined by NewTV.

Community producers may not borrow additional equipment until all items have been returned in good working order (normal wear and tear excepted) or all claims have been resolved.

V. EQUIPMENT RESOURCES
Access equipment and the NewTV studio are available to be used for producing live or recorded non-commercial programming for distribution on the NewTV channels. NewTV community producers may use the facility and equipment on a first-come, first-served basis. Members who have been certified to use the equipment may reserve the equipment and facilities for training purposes up to 3 times if they are not needed for a NewTV production. The Director of Member Services must approve additional requests. Staff equipment is off-limits for all NewTV Members.

A. Steps for a Production

i. Community producer must complete a Producer/Sponsor form and attend a project proposal conference with the Director of Member Services.

ii. No reservations for equipment or facilities may be made without a completed project proposal conference, and a separate Producer/Sponsor form is required for each program (feature, or series).

iii. Producer must complete a project proposal conference with the Director of Member Services by telephone or in person, a minimum of 24 hours prior to the first reservation of equipment or facilities for this Project. During this conference, the producer may be asked to provide the following information:

a) Title or working title of the program to be produced
b) A brief description of the type of production -- e.g., studio talk show, field documentary, event coverage, podcast
c) The length of the final program
d) Whether it is a series or feature
e) Whether it will be distributed live or recorded
f) The projected completion date for production work ("planned end date")
g) Facility time and major equipment required to complete the project

NOTE: The purpose of this conference is to assure that you have everything you need to do your shoot and that you are using the methods and materials best suited to your production. Nothing in this conference is intended to influence the content of your program or subject matter; these are exclusively controlled by the producer.

B. Field Production Resources

i. The amount of equipment available for a given project will be determined by the Director of Member Services during the project proposal conference based on the needs of the project and the equipment available for the proposed time period of the production.

ii. Equipment must be reserved in advance of a project shoot. NewTV equipment is available to all community producer members who have completed all of the necessary classes or workshops and is reserved on a first-come, first-served basis. Members may reserve equipment up to 13 weeks in advance.
iii. In cases of projects that require substantial facility resources, the Director of Member Services reserves the right to limit resources devoted to an individual project in order to treat all members equitably.

iv. Equipment Check Out - Equipment must be checked out at the NewTV office by the community producer named in the project proposal as producer or co-producer or by another individual certified to use the equipment and named in the project proposal form. The staff will enter the check-out information into the computer and a hard copy will be signed by the community producer. Under normal circumstances, equipment may be borrowed for no more than three days. Exceptions may be granted on a case-by-case basis. Approximately 30 minutes should be allotted for checking equipment in or out except in the case of a substantial equipment order in which 1 hour or more must be allotted for checking equipment in or out.

v. Return of Equipment - Community producers are responsible for notifying the staff if there are any problems with the equipment by submitting a completed equipment trouble report. Community producers may not attempt repair of equipment.

vi. Completion - All Productions are given an initial 13 weeks for completion from the date of the acceptance of the Project proposal. Producers are expected to deliver a recording for distribution no later than this planned end date. A single, 13-week extension may be considered at a project-extension conference with the Director of Member Services.

vii. Regardless of the volunteers involved, the producer of the project is responsible for the safety of all equipment associated with the production. They are liable for any and all damage. See Sec. IV.C. for additional information.

C. Editing
i. Community producers using the editing equipment must check in with the staff member on duty. If a producer fails to check in or is more than 20 minutes late, the producer may be listed as a "No Show" and his or her edit time may be reassigned.

ii. Community producers must consult with a staff member before connecting accessories to NewTV’s equipment or modifying that equipment, except in the case of an external hard drive. If any changes are made during the edit session, the equipment and settings must be returned to their original state at the end of the edit session.

iii. Edit times may be reserved no more than 13 weeks in advance. Producers may reserve only one four-hour block per day in advance. However, on the day of an edit session, a producer may extend this edit time if the room is available.

iv. All projects and files must be saved to an external hard drive. Otherwise, loss of digital assets may occur. NewTV will have hard drives available to members. However, members are encouraged to purchase and use their own personal Macintosh compatible hard drives.

v. NewTV is not liable for any loss or damages of member-owned equipment or projects due to improper workflow by the member. See Sec. IV.C. for additional information.

D. Studio Facilities
i. All new and prospective studio producers must meet the following criteria before beginning a new studio production
   a) Attend the Studio Elements workshop
   b) Volunteer on other members’ studio productions for 20 hours, or on 5 productions, whichever comes first.

ii. The NewTV staff person on duty during a studio production may not be considered part of a crew.

iii. The producer may reserve no more than 8 hours of studio time per week. However, on the day of a studio production a producer may extend this production time if the studio is available with permission from the staff member on-duty.

iv. Crew position assignments are the responsibility of the community producer. All studio crew, including director, must be certified or approved by the NewTV staff.

v. Producers must consult with the staff before bringing accessories into the control room.
There may be areas posted as off-limits. Studio time must be reserved no less than one week and no more than 13 weeks in advance. A studio production block of up to 4 hours, including set-up, break-down and clean-up, may be reserved in advance. The studio reservation may be extended on the day of production if time is available.

vi. Community producers must consult with a staff member before reconfiguring any studio and/or control room wiring. Any alterations to the equipment or settings in the control room or studio must be returned to their original configuration at the end of the production.

vii. Each community producer may reserve the screening room at no charge to screen one episode of a series per year or to show a feature program during regular hours of operation. Admission fees may not be charged for such showings. For information on screenings not associated with a NewTV project, contact the Director of Production Services.

viii. All food and drink are banned from the Control Room.

E. Podcast Facilities
   i. Community Producers using the podcasting equipment must check in with the staff member on duty. If a producer fails to check in, the producer may be listed as a “no show: and his or her podcast time may be reassigned.

   ii. Podcast times may be reserved no more than 13 weeks in advance. Producers may reserve only one two-hour block per week.

   iii. All podcasts must include a disclaimer at the beginning of each episodes

   iv. All projects must be saved to an external hard drive. Otherwise, loss of digital assets may occur.

   v. NewTV is not liable for any loss or damages of member-owned equipment or projects due to improper workflow by the member. See Sec. IV.C. for additional information.

F. Cancellations
   Community producers must give at least 24 hours’ notice when canceling any reservation for classes or for use of NewTV equipment, facilities, or channels. If a community producer is more than 20 minutes late without notification, the reservation may be canceled (see Tier I Violations, Sec. VIII.A.). Repeated instances of failure to make a timely notice of cancellation may result in a suspension of privileges.
   Three "No Shows" constitute a Tier III violation and will result in a 30-90-day suspension of member privileges.

VI. PROGRAMMING
   Community producers and import program sponsors of public access programming must abide by the following conditions:

A. Producer Obligations
   i. Any NewTV community producer may request channel time for the presentation of programming the member has produced at NewTV or programming produced elsewhere.

   ii. In order to distribute programming, one must be a NewTV member in good standing and submit the completed, labeled media for which appropriate releases and clearances have been obtained. Community producers on the access channels are legally responsible for the content of their program material, whether produced locally or elsewhere, and must have signed an acknowledgement of responsibility in a release form.

   iii. All programming produced at NewTV or with NewTV equipment must indicate that the program was produced at the facilities of and/or with the equipment of NewTV, Newton, Massachusetts. Typically, this information is included at the end of the credits of a program or superimposed in a brief clip.

   iv. Community producers are responsible for including in each episode or feature disclaimer language stating, “the views and opinions expressed do not represent those of NewTV, its Board or staff.” Disclaimers are located within the “Media” folder on the desktop of each NewTV computer.

   v. Closing credits must include name of and contact information for community producer or co-producer(s).
B. Program Content
   i. NewTV is forbidden by law from censorship or content control except as noted in Section VI.B.ii, immediately below. NewTV encourages anyone who disagrees with the content of a program to produce counter-programming presenting an alternative point of view or otherwise responding to the program in question.
   ii. The following are prohibited:
       a) Commercial programming or advertising
       b) Material which constitutes libel or slander
       c) Obscene material or pornography [Note: Programming not suitable for children will be broadcast between 10 p.m. and 6 a.m.]
       d) Unauthorized use of copyrighted material
       e) Unauthorized use of any individual’s name, visual representation or words to endorse or sell a product or service
       f) Material which violates FCC regulations. For more information, visit www.fcc.gov.
       g) Material which violates local, state or federal laws
       h) Production which does not meet technical standards issued by NewTV

C. Ownership and Use of Locally Produced Programs
   i. NewTV community producers own their programs and hold the copyright to them.
   ii. NewTV has the right to maintain a copy of any program and to distribute it from time to time for one year, and thereafter unless the community producer withdraws permission in writing.
   iii. NewTV has the right to use excerpts from any program for promotional purposes related to NewTV.
   iv. Only the community producer, as holder of the copyright, may authorize any other use of a recorded program.
   v. The community producer must provide NewTV with the opportunity to release each episode, feature program, or podcast prior to releasing to any other outlet. After the agreed-upon airdate, a producer may distribute the episode, feature, or podcast through other media outlets.
   vi. Any exceptions to the above shall be determined solely by the Executive Director on a case-by-case basis.
   vii. All programs produced by NewTV staff, with or without volunteer crew, shall be owned by NewTV. NewTV may air and replay such programs on its cable channels, website, and other media outlets as determined by NewTV.
   viii. A NewTV community producer may produce programming with non-NewTV equipment and facilities, and the programming will be considered locally produced programming. Community producers wishing to create and distribute programs made with their own equipment must be NewTV members and must complete a project proposal conference that indicates that no NewTV equipment is requested. All such productions must meet the minimum technical standards set by NewTV.

D. Underwriting and Grants for Access Programming
   i. All underwriter funds must be paid directly to NewTV through the office of the Executive Director.
   ii. Any community producer who has secured underwriting sponsorship funding for his/her program, series, feature, or podcast may apply for reimbursement of documented expenses incurred during the sponsorship period and totaling not more than the funds secured by the producer and reported on the NewTV Underwriting Expense Form.
   iii. The producer must secure prior approval from the NewTV Executive Director of his/her intention to approach a potential underwriter/sponsor. This will avoid the appearance that NewTV has multiple solicitors out in the field.
   iv. Acknowledgement of underwriting sponsors may be included in the program credits and up
E. Access to Time Slots for Feature and Series Programs by Community Producers

i. Any program(s) submitted by a NewTV community producer as an episode or episodes of a duly registered series will be designated by a unique episode number. The producer will fill out an episode submission form and label the media as required.

ii. For episodes in a series, a ‘half-hour’ time slot must be filled with programming that is 30 minutes long. A ‘one-hour’ time slot must be filled with programming that is 60 minutes long, except as agreed upon by the Director of Member Services. All efforts should be made to ensure that the program reaches a multiple of 30 minutes.

iii. Deadlines for media submission are described on the episode submission form.

iv. NewTV classifies times available for scheduling programming, as follows:
   a) Prime time: Monday to Friday, 5 p.m. to 10 p.m.
   b) Secondary time: - Monday to Friday, 12 noon to 5 p.m.
   c) Tertiary time: - Seven days, 6 a.m. to noon; Saturday and Sunday, noon to 10 p.m.
   d) Overnight: - Seven days, 10 p.m. to 6 a.m.

v. Program time slots for the access channel are scheduled by NewTV staff after consultation with community producers. Locally produced programming will take precedence in program scheduling. NewTV retains the right to allocate time slots as needed.

vi. To the extent possible, series programming will be broadcast once per week in each of the four time classifications described in Sec. VI.E iv., above, with a home spot in prime time. Imported programming of a series will be broadcast once per week in the secondary, tertiary, and overnight classifications, with a home spot in one of those. Programming directed to children will have a home spot on Saturday morning. Other home spots will be available on request. A ‘home spot’ is the time when a producer’s first program or episode of a series is replaced with a new, unique program or episode and is the only time NewTV will promote. Remaining time on the public access channel will be divided equitably among locally produced programming, at the discretion of the NewTV staff.

vii. An episode of a series may remain in program rotation for up to five weeks, after which it will not be broadcast for a minimum of ten weeks.

viii. Series with more than one episode per week will be limited to a maximum of one broadcast per episode per day.

ix. Features (single programs) may be submitted in any length. They will be scheduled at NewTV’s discretion and will remain in program rotation as long as NewTV and the community producer agree. Time-sensitive features will receive preferential scheduling in recognition of their unique nature.

x. Exceptions to Section VI.E. may be made at the discretion of the Director of Member Services.

F. Access to Audio Sharing Websites for Podcast Series by Community Producers

i. Any program(s) submitted by a NewTV community producer as an episode or episodes of a duly registered series will be designated by a unique episode number. The producer will fill out an episode submission form and label the media as required.

ii. For episodes in a series, a ‘half-hour’ time slot must be filled with programming that is 30 minutes long. A ‘one-hour’ time slot must be filled with programming that is 60 minutes long, except as agreed upon by the Director of Member Services. All efforts should be made to ensure that the program reaches a multiple of 30 minutes.

iii. All podcasts must be considered weekly or monthly series. Feature programs must be approved to a 15-second video roll-in featuring the underwriter’s contribution.
by the Director of Member Services.

iv. Deadlines for media submissions are described on the episode submission form.

G. Election/Campaign Programming
   i. Any certified candidate for public office or ballot issue campaign for which Newton residents may vote shall be afforded the same rights as a resident of Newton, enabling the establishment of a membership and path to access NewTV facilities and Community Channel broadcast time. Such productions would be deemed owned by the campaign or producer.
   ii. NewTV’s Government Channel broadcasts only staff-produced content. Every election cycle, the NewTV staff will contact each certified candidate to produce a three-minute candidate message with assurance that NewTV will make every effort to provide equal opportunities to all candidates or campaigns. This production is owned and operated by NewTV for dissemination on the Government Channel and may also be distributed by other external means after an initial play on the channel with credit to NewTV.
   iii. NewTV will also produce candidate forums for contested races in which all candidates will be invited to participate. Such a production may be produced solely or jointly with another organization. Rules and contact will be outlined each election cycle.

H. Program Promotion
   NewTV may choose to promote upcoming programs. In addition, NewTV encourages all community producers to publicize their programs in a variety of ways. Producers are encouraged to prepare 30- or 60-second video promos for cross-promotions by other producers or staff and to submit press releases about their upcoming programs to other media outlets. A community producer may air a limited number of promotional excerpts prior to the first showing of a locally produced Program on NewTV. NewTV may, at its discretion, use social media outlets to promote upcoming member produced programs. The producer must make it clear to editors and their readers that the program is not a production "of" or "by" NewTV.

I. Safe Haven/Adult Programming
   Producers are expected to alert NewTV staff to programming that may be inappropriate for younger viewers. NewTV reserves the right to limit programming with excessively violent material, offensive language, nudity, or sexually explicit material to the period between 10 p.m. and 6 a.m. in order to preserve a safe haven for viewing by all audience members. Final decisions on such material are at the discretion of the Director of Member Services.

J. Live In-Studio Programming/Viewer Call-Ins
   i. Requests for live programs must be made four weeks prior to the production.
   ii. If viewer call-ins are to be included, the following policy must be strictly observed:
       a) All calls must be answered off-air so that the producer may obtain the caller’s name and telephone number.
       b) Producers must maintain a log of full names and telephone numbers of individuals who are call-in participants. Caller names and numbers remain confidential to the producer except as otherwise may be required by a court order or legal action.

K. Staff-Produced NewTV Programs
   NewTV is required under its agreement with the City of Newton to produce programming of interest to the community. NewTV will make every effort to inform members of volunteer production opportunities on such productions.

L. ‘Imported’ or ‘Bicycled’ Programming
   i. Programming not produced by NewTV or NewTV community producers may be distributed on Newton public access channels. A NewTV community producer may become the local sponsor of such programming. The community-producer sponsor must certify in writing to NewTV that s/he has acquired rights to air the program.
ii. Minor modifications to material produced by others do not qualify a program to be considered locally produced.

iii. Requests for cablecast time slots will be honored on a first-come, first-served basis. Locally produced programming will take precedence as NewTV's top priority in scheduling. NewTV staff may determine appropriate playback periods for imported programming to ensure program continuity. When all time slots in a playback period are full, approval for cablecast of new imported programs will be withheld until time becomes available.

iv. Producers should include disclaimer language in each episode or feature when possible.

v. Satellite Import Programming. Any NewTV member may make a request to have NewTV carry satellite-delivered programming. To be considered, such programming must be available on the existing satellite equipment and subscription service (currently the Dish Network) to which NewTV subscribes. The NewTV member requesting the programming must complete a program proposal application and sign a statement affirming his or her responsibility for the content of the programming. As with other import programming, time will be granted on a first-come, first-served, non-discriminatory basis. Any satellite-delivered program that is produced as a new episode daily may be requested and shown not to exceed five episodes in any week.

M. Member Programming on NewTV Website

i. All Programming produced by a member in good standing shall be added to the NewTV website under “Independent Programming”

ii. Episodic programs will be given their own page on the NewTV website once the following terms are met:
   a) 5 episodes of the program have been produced, edited and submitted to NewTV
   b) The producer has submitted the following to NewTV:
      (1) Show Title
      (2) Producer name and contact information
      (3) A short description about the show
      (4) A logo, photograph or other graphic pertaining to the show

iii. If a show is no longer being produced and the producer is inactive, it will be removed from the NewTV website. However, shows no longer in production may remain on the NewTV website for one full year from the last episode submission date as long as the producer is still an active member in good standing.

iv. Imported programming will not be added to the NewTV website.

N. Media Archival

i. NewTV does not archive member-produced content. Members are encouraged to keep copies of their programs on a personal hard drive.

ii. Requests for DVDs or digital copies of member-produced programming must be submitted to the NewTV staff within 6 months of the program’s first airdate.

iii. Requests after 6 months of first airdate will be directed to the member producer.

VII. OTHER CONDITIONS

A. Copies of Programs

NewTV offers its community producers the use of dubbing equipment to make multiple copies of their programs on media stock that they provide. Producers should not generally announce that dubs are available from NewTV as the capacity to produce them is limited. Members involved in a production may request 1 free DVD copy of a program. Requests for additional copies or requests for copies by those not involved in the production will incur an additional fee.

B. Volunteers and Interns

NewTV relies heavily on the services of volunteers. NewTV members are encouraged to volunteer during and after their training and certification. Students who are receiving high school or college credit are encouraged to become interns. All volunteers and interns must become NewTV members
and sign an agreement to abide by these Operating Rules and Procedures.

C. Underage Members
   i. NewTV does not require CORI checks for staff and members.
   ii. It is recommended that parents accompany members under 18 years of age to all NewTV classes and member produced productions.

D. Facility Up-Keep
   i. The NewTV facility is a strictly enforced non-smoking environment. No smoke or fog machines are permitted in the studio.
   ii. Community producers are expected to clean up each time they use this facility. This includes breaking down sets, replacing all equipment and cables, and sweeping floors.
   iii. No animals are allowed in the building except for service animals, and animals which are an integral part of a particular program. Producers who wish to bring an animal into the facility for a production must have prior approval of the Director of Member Services.
   iv. Eating and drinking are allowed only in designated areas, which must be kept clean by users.
   v. Community producers must remove all personal set materials from the facility when they are finished. NewTV has limited storage space for sets, to be used at the discretion of the Executive Director.
   vi. NewTV office equipment, furniture and supplies may not be used for sets.
   vii. Props in the set storage room are available for general use unless labeled as personal property.
   viii. NewTV is not responsible for sets, props or personal items left on the premises.

E. Right to Refuse
   NewTV reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

F. Indemnification
   Community producers, co-producers, crew, interns, talent and volunteers shall indemnify and hold harmless the City of Newton, Comcast, RCN, Verizon, NewTV, their employees, and the NewTV Board of Directors against any and all liabilities arising out of use of facilities and resources, or out of compliance with the requirements of these Operating Rules and Procedures.

G. Interpretation
   Where the implementation of these Operating Rules and Procedures is subject to interpretation, decisions shall be at the discretion of the NewTV Executive Director or designee.

H. Appeals of Staff Decisions
   Community producers, co-producers, crew, interns, talent, volunteers, and other NewTV members are encouraged to resolve difficulties on the staff level. Any community producer or member who wishes to appeal a decision of the staff or to communicate a problem or complaint should submit the issue in writing to the Executive Director. The Executive Director will provide a written response within 15 days. A member may request a hearing before the NewTV Board of Directors if s/he wishes to appeal the response of the Executive Director by contacting the executive committee of the NewTV Board.

VIII. VIOLATIONS
   There are three tiers of violations that can result in restrictions in the use of NewTV facilities, equipment, or activities.

A. Tier I
   Tier I violations are characterized as engaging in disrespectful behavior and will result in a verbal warning. These may include but are not limited to:
   i. Failure to cancel a reservation in accordance with section V.F.
   ii. Mishandling or unsafe use of equipment
iii. Eating or drinking in non-designated areas of NewTV facilities
iv. Failure to clean up after using the facilities
v. Disturbing other NewTV members, producers, or guests
vi. Failing to maintain overall cleanliness of facility including bathrooms
vii. Improperly handling other members/staff food without consent
viii. Hanging around in the facility after closing
ix. Unauthorized entry into the facility during a closed private event

B. Tier II
Tier II violations disrupt the flow of operations and will result in a written warning. These may include, but are not limited to:

i. Late pick-up or return of equipment without notification and approval.
ii. Smoking or being in possession of lighted smoking materials in NewTV facilities
iii. Handling off-limit equipment or being in off-limit areas
iv. Rowdiness, horseplay, or rude behavior while in the facility
v. Bringing animals into the NewTV facility
vi. Any reservation cancelled as “No Show”
vii. Three Tier I violations in a one-year period

C. Tier III
Tier III violations are the most severe, as they jeopardize NewTV’s ability to function and operate in a safe manner. Tier III violations will result in an immediate 30 to 90-day suspension of membership privileges, based on the discretion of the Executive Director. These may include, but are not limited to:

i. Commercial or profit-making use of NewTV facilities and equipment
ii. Verbally or physically abusing staff, patrons, or other members
iii. Causing a physical altercation
iv. Misrepresenting a member’s affiliation with NewTV
v. Unauthorized access to NewTV networks or servers
vi. Falsifying forms
vii. Submitting a false application or renewal form for membership or use of another Newton resident’s address, with or without permission, to obtain membership
viii. Taking equipment without staff permission
ix. Abusing equipment, including attempted repair or improper transport, or unauthorized facility reconfiguration
x. Tampering with, copying or deleting NewTV software or data
xi. Failing to follow any requirements of the Live Call-In Screening Policy
xii. Unauthorized or forceful entry into the facility before or after business hours
xiii. Three Tier II violations in a one-year period

A second Tier III violation will result in the permanent loss of NewTV membership and access to NewTV equipment and facilities.

D. Enforcement
The Executive Director or designee is authorized to issue verbal or written warnings, suspensions and loss of membership and has the discretion to determine the length of suspensions and when or if a person may reapply for membership. Membership fees will not be refunded to a member whose privileges have been suspended or revoked.