

LOWELL TELECOMMUNICATIONS CORPORATION



OPERATIONAL RULES AND PROCEDURES

Last Revisions Adopted April 2016

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FOREWORD

On October 11, 2008, a Renewal Cable Franchise License between Comcast and the City of Lowell, through the Office of the City Manager, went into effect. That Renewal License provides for 2% of the gross signal revenue from local operations to fund a nonprofit organization "to provide services to Public, Educational and Governmental Access users." Lowell Telecommunications Corporation (LTC), a membership-based, private, nonprofit corporation, was designated as the provider of those services through an agreement with the City effective October 11, 2008.

LTC provides a public forum for electronic free expression from multiple platforms, and provides all of its services on a first-come, first-served, non-discriminatory basis. Those services include training in telecommunications production and related technologies, providing the equipment necessary for producing content and providing distribution opportunities for the content produced, including the programming on Public Access Channels 8 and 95 and Governmental Access Channel 99 on the subscriber network of the cable system. LTC provides all these services in order to contribute to the development of a technologically engaged and literate community. In short, LTC continues to build a community technology center for all the citizens of the City of Lowell.

The following Operational Rules and Procedures were generated to provide guidelines for LTC members to participate in LTC activities and services. The spirit behind this document is two-fold: First, LTC's mission is one of empowering the Lowell community with electronic telecommunications and such empowerment has corresponding responsibilities; and second, LTC foresees a very active facility which requires basic guidelines to ensure smooth and efficient operations. LTC views these Rules and Procedures as working guidelines, which will be periodically, reviewed and revised. The input of the members in evaluating these guidelines is especially important and appreciated. Members are encouraged to address their comments and criticism to any LTC staff person or board member.

MISSION and Values

LTC fosters open access to information and communication technologies for the distribution of free ideas, community development and personal empowerment.

- A welcoming center with state-of-the-art resources
- Actively engaged in promoting the value of free speech and creative expression
- Dedicated to a collaborative spirit which builds individual, organizational and community capacity
- Committed to overall excellence in production, programmatic approaches and technology implementation
- Is highly visible as a valued a public institution and secure in its funding base.

VISIONS of Our Future Include the Following:

Innovation in the Field of Community Communications

We seek to be an innovator in the field of community communications as demonstrated by our programmatic activities, technology implementation, production methods and involvement in community affairs.

Accessibility and Inclusion

We are dedicated to providing low-cost access to content creation resources and the knowledge to use them without discrimination and with respect for each individual.

Creative Expression and Intellectual Freedom

We promote the artistic and expressive use of communications technologies within a free-speech environment without editorial control.

Community Building through Collaboration

We ground our work in strong collaboration with local community-based organizations, municipal departments and educational entities (including Educational Channel 22). We leverage our organizational resources to build capacity for others and ourselves.

Diversity in All Its Forms

We respect our diverse, multicultural, and dynamic urban population and are dedicated to meeting its many community communications and information needs.

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OPERATIONAL RULES AND PROCEDURES

I. MEMBERSHIP

All persons, firms, corporations, businesses, organizations, institutions, and other entities in the City of Lowell who subscribe to the purpose of Lowell Telecommunications Corporation (LTC), and who support the Corporation by participation, or with a contribution of money, service or equipment, shall be eligible for membership in the Corporation.

A. Types of Membership

1. Individual Members shall have the following privileges:
 - a. Receive the LTC newsletter and program information;
 - b. Reduced fee for LTC classes and workshops
 - c. Use of LTC media production resources;
 - d. Technical advice from the LTC staff for content production; and,
 - e. Eligibility to vote at LTC General Membership meetings (one vote per membership).
2. Family Memberships shall be issued to up to four persons within the same household (at the same address) who apply together for membership. Persons joining LTC under a Family Membership shall have all the privileges of Individual Membership, except that only one vote can be exercised for each family membership. **A parent or guardian must accompany minors (under the age of 15) on LTC premises, and a parental consent form must be on file.**
3. Nonprofit Organization Membership shall be available for any firms, corporations, organizations, institutions, City Departments, public schools or other entities **operating in Lowell** recognized as nonprofit, tax-exempt by the IRS. Groups joining LTC under nonprofit membership shall have all the privileges of Individual Membership, except that only one vote may be exercised per nonprofit Membership. Nonprofit organizations may have up to six individuals participate as members of LTC, with additional people welcome at \$30/year per person. Nonprofit Organization Members may receive specialized group training. Non-profit members must use their membership benefits for projects related to their organization. City of Lowell Agencies and Departments may join as Nonprofit Organization Members with no fee.
4. Business Membership shall be available for any Lowell-based, for-profit firms, corporations, organizations, institutions or other entities. Businesses joining LTC under Business Membership shall have all the privileges of Individual Membership, except that only one vote may be exercised per Business Membership. Business Members may have up to six individuals participate as members of LTC, with additional representatives welcome at \$30/year per person. are eligible to receive training for up to six (6) people per membership year with training for additional people available

at \$30 per person. Business members must use their membership benefits for projects related to their business. No overtly commercial projects may be cablecast on LTC channels.

B. Membership Fees

The Board of Directors of LTC will establish membership fees, which shall be published annually.

C. Requirements of Membership

In order to become a member of LTC, an individual or persons representing a Lowell-based organization must:

1. provide proof of Lowell residency, student status in a Lowell school, or corporate address in Lowell (Post Office Boxes are not acceptable);
2. attend an LTC orientation session;
3. complete a Membership Application Form;
4. sign the Agreement with Rules and Procedures; **and**,
5. pay the required membership fee.

D. Membership Orientation

New member orientation sessions are held regularly at the LTC facility. Attendance at an Orientation Session is the required first step to becoming an LTC member.

E. Code of Behavior

LTC has established a Code of Behavior, which is posted throughout the facility to remind our members to respect other's use of the labs, production suites & personal space and quiet. Members are expected to abide by such policies as outlined in the document.

F. Representation

Members do not represent LTC and should refrain from implying such representation. False representation of LTC may result in suspension of membership privileges.

II. TRAINING AND PRODUCER CERTIFICATION

A. Eligibility

Any individual, family, or organizational member that meets the conditions set forth in Section I is eligible for training. A series of training sessions in the areas of video production and media creation are available on an ongoing basis. Classes are given under the direction of the LTC staff or by a person appointed at the discretion of LTC.

B. Certification

Upon successful completion of all class training and required work, certification in that class will be awarded. Each class has specific requirements, which are

clearly identified by the instructor. This certification then allows a member to use those facilities related to that area of expertise. In addition, in order to attend some intermediate and advanced level classes, members must meet specific prerequisites that are clearly listed with class descriptions.

C. Schedule

Members are notified of class schedules on a regular basis. These schedules are also posted on LTC's website. Classes are available on a first-come, first-served basis. A class registration and materials fee is required.

D. Demonstrating Proficiency

Members who are experienced videographers may be certified and bypass classes by:

1. providing a demo reel or letter of reference and
2. demonstrating proficiency with each piece of equipment requested;

E. Re-certification

Annual re-certification of community producers occurs automatically with renewal of membership. Since LTC equipment is constantly being upgraded, members may be required to take a refresher course for re-certification. This is especially true if members have not produced a show with specific resources (i.e. Studio A) for some time.

III. RESPONSIBILITIES AND INSURANCE

A. Agreement

Agreement with these Rules and Procedures is a prerequisite to using equipment.

B. Producer Responsibility

Community producers are responsible for the LTC facilities and equipment signed out to them, as well as for the actions of their talent, crew, guests, and any others involved with their production.

C. Insurance Coverage

LTC carries an insurance policy for the equipment while in members' use. Premiums are paid by LTC and the policy is in LTC's name. In the event equipment is damaged, destroyed, lost or stolen; the community producer must cooperate fully with the LTC Insurance Carrier. The community producer is responsible for the deductible. Further, in case of theft, in order for the insurance company to honor the claim, the community producer is responsible for the following:

1. A police report must be filed immediately;
2. Equipment shall not have been left unattended;
3. Equipment shall not have been left in a car overnight; **and,**
4. There must be proof of forcible entry.

D. Financial Liability

In the event LTC's claim is not honored by its carrier, it is the responsibility of the community producer to reimburse LTC for the full replacement value.

IV EQUIPMENT RESOURCES

All LTC equipment and facilities are to be used solely for non-profit purposes. Projects produced with LTC equipment and/or facilities must be submitted for cablecast on the access channels, the LTC podcast station, or the LTC YouTube channel. Members may also use their programs for other purposes as they wish. Members must clearly detail their production and intent through the completion and approval of a Project Application Form.

Based on their training certification(s), LTC community producers may use portable production, post-production, and studio production equipment on a first-come, first-served basis. LTC cannot guarantee the availability of requested equipment at any time. In cases of other applications, when the project will not be cablecast or webcast on LTC, the LTC Rate Sheet, a list of rental fees, shall apply. Equipment may not be used in hazardous situations. Community producers wishing to reserve equipment do so with LTC staff in advance of each requested usage as outlined below.

A. Portable Production Resources

1. The amount of equipment available for a given request will be determined by the LTC staff based upon availability, the experience of the community producers, their needs, the needs of others and the equipment repair schedule.
2. Equipment must be reserved **no less than 24 hours** and no more than four weeks in advance. In the instance where there is equipment available, LTC may at its discretion make such resources available on a stand-by basis.
3. Each community producer may take out portable equipment four times before turning in a program for cablecast.
4. In the event that a producer needs more time than allotted for the use of production facilities a staff member may chose to review the facility and resource usage and may create an exception.

B. Equipment Checkout

1. Equipment checkout privileges are available only to members who have obtained the appropriate training certifications and have an approved Project Application. Equipment must be checked out at the LTC office in person by the member (with an adult co-signer if the producer is a minor) who reserved it and is responsible for it.

2. Community producers should set up and test the equipment before leaving the building. The community producer will sign a hard copy. Approximately 30 minutes should be allowed for checking equipment in or out.
3. LTC may schedule pickup of equipment Monday through Friday from 2:00pm to 6:00pm. These hours are clearly posted in LTC's facility. Equipment pickup and drop-off at other times may be arranged with staff. Reservations will be held for 30 minutes past official pick up times, afterwards there is no guarantee the equipment will still be available. Should a member not appear to pick up equipment as scheduled, they automatically forfeit their reservation and will receive a minor violation. LTC has the right to distribute the reserved equipment to other qualified members.

C. Equipment Return

1. Equipment must be returned in the condition it was signed out as and must be returned at the time indicated on the Equipment Checkout Form. Should a member not appear to return equipment as scheduled, they will receive a major violation and may be subject to additional charges. The member, who checked out the equipment, must be the person to return it.
2. 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 damage to equipment.
3. Community producers may not borrow additional equipment until all previously checked-out items have been returned in good working order (normal wear and tear excepted).

D. Edit Station Reservations

1. Workstation reservation privileges are available only to members who have obtained the appropriate training certifications and have an approved Project Application. Edit Stations are to be used for projects that will be submitted for cablecast and/or webcast on LTC.
2. Edit Stations may be reserved in-person with any LTC staff person. Edit times must be reserved no less than 48 hours and no more than four weeks in advance. In the instance where there is equipment available, LTC may at its discretion make such resources available on a stand-by basis.
3. No member, under any circumstances, may reconfigure any system. This includes, but not limited to, the wiring, operating system, downloading

software, hardware, or any other system. Violation of this rule will result in the immediate and permanent loss of all access privileges. Community Producers must consult with the staff before bringing in accessories. There may be areas posted as off limits to the public in the edit rooms.

4. In the event that a producer needs more time than approved for the use of production facilities the LTC rate sheet shall apply or the producer must get permission from the staff.

E. Facilities

1. 1. All studio productions require an LTC staff person to be on the premises. LTC staff should not to be considered part of the crew. However, community producers are welcome to pay for the hourly services of staff according to the LTC Rate Sheet based on availability & interest.
2. Crew position assignments are the responsibility of the community producer, and the community producer is responsible for all facilities and crew reserved by them.
3. Studio time must be reserved 24 hours in advanced and no more than four weeks in advance, by reserving with an LTC staff person. In the instance where there is equipment available, LTC may at its discretion make such resources available on a stand-by basis. Studio use is typically in four-hour blocks. **Hours of studio use are firm;** therefore all community producers should allow time to strike sets and clean up before their time is up.
4. Community Producers are responsible for their own sets, although LTC can provide some sets and props for productions, Producer sets may not be stored on the premises unless approved by the Studio Coordinator. Any attachments to the walls of the studio or painting of the studio are strictly forbidden.
5. In the event that a producer needs more time than allotted for the use of production facilities, the LTC rate sheet shall apply or the producer must get permission from the staff.
6. No one may reconfigure any studio wiring. Violation of this rule will result in the immediate and permanent loss of all access privileges.
7. Producers are required to leave the studio as they find it.
- 8.
9. No one may reconfigure any studio wiring. Violation of this rule will result in the immediate and permanent loss of all access privileges.
10. Producers are required to leave the studio as they find it.

F. Digital Media Storage

1. LTC has limited digital hard drive and network storage capabilities that are allocated to members by reservation according to resources available and number of users. Producers who have completed a Project Application will be assigned hard drive space. Digital media storage: raw footage (AVCHD, Studio A, and Studio B files) will only remain on LTC systems for 1 month unless special permissions are given by an LTC Staff member. Members **MUST** move any footage to a personal space (personal hard drive or designated EditShare space). After 1 month the files will be deleted with no additional warnings unless permission for an extension is granted by a staff member. This process will happen without prior notification.
2. Members may use storage assigned to them at their own risk. LTC is not liable for lost or stolen work left on computer lab workstations or digital media storage devices. In the event of technical difficulties, LTC staff will make every effort to save project files, but is not liable for any unrecoverable digital assets.
3. Digital storage devices are the property of LTC and are not permitted to leave the facility.

G. Use of Public Access Computers

1. Members may use designated public access computer equipment upon completion of LTC workshops or if they demonstrate proficiency.
2. Members may not alter system settings, software, hardware configurations, or any other part of individual workstations or the network that may make it difficult for others to do work or that may cause damage (temporary or permanent) to lab resources. Doing so is strictly prohibited and is a major violation.
3. Installation of any software on any LTC computer without consent of staff is forbidden and is a minor violation.
4. Each station is equipped with virus detection software and we ask that you remain mindful of the possibility that a virus may exist on disks you bring into the LTC. LTC is not responsible for lost material or damage to disks caused as a result of a computer virus.
5. Technical problems should be brought to the attention of the Digital Media Technician.
6. Computer users are responsible for the safety, content and use of their material.

7. Computer resources are not to be used for illegal or criminal activity.
8. Be mindful of copyright infringements and the use of others' work. You are fully liable for any unauthorized use of any material including, but not limited to, audio clips, graphic images, software applications, text, video clips, etc.
9. Be aware that duplication of software programs for use on computers outside of the lab is considered software piracy and punishable by law.

H. Use of the Internet

1. It is understood that LTC has full, uncensored access to the Internet and that access to such resources requires critical and discretionary use by everyone.
2. LTC does not filter or restrict access to any Internet resources. Parents of minors should be aware of their child's activity and regulate as they see fit.

RESERVATION / CANCELLATION POLICY

A. Reservations

In an effort to alleviate any scheduling conflicts between members, LTC has implemented the following reservation policy for all facilities:

1. Reservations may be made in person, over the phone, or through e-mail. No confirmation receipt will be given unless the member asks for one.
2. When the member arrives at LTC on the day of his/her reservation he/she must check into the front office so staff can mark the reservation as active.

B. Cancellations

1. Members should make every effort to honor their reservations.
2. Cancellations must be made by phone or e-mail before the end of the check-out period.
3. Members who show up more than 30 minutes late for a reservation will lose their right to the reserved facility.
4. Members who do not show up for reservations and do not follow the aforementioned cancellation policy will be in violation of LTC rules and subject to appropriate disciplinary actions (see violation section).

VI. PROGRAMMING ON LTC CABLE CHANNELS

ALL PROGRAMMING PRODUCED FOR CABLECAST ON LTC'S CHANNELS SHALL BE OF A NON-COMMERCIAL NATURE.

LTC is responsible for the administration of public and government access cable channels on the cable system in Lowell. By becoming an LTC member, any resident, business, or non-profit organization in Lowell may request channel time for the presentation of programming they produce at LTC, or programming produced elsewhere. LTC retains the right to pre-empt programming at any time in order to provide timely local programming, such as live or taped special municipal events, important local debates/forums, election-related programming, satellite downlinking, etc.

Anyone requesting channel time for a program must be thoroughly familiar with the program's content and agrees to take full responsibility for that content. Anyone requesting channel time must take responsibility to obtain clearances and permissions from any and all organizations, individuals and groups as may be needed to cablecast materials on the access channels. Anyone using the channel is alone liable for any false, misleading or slanderous statements in his or her program. The producer alone is responsible for the program content and compliance with all applicable laws. Upon request by the LTC Executive Director, producers shall include a disclaimer at the end of their program that states, "Lowell Telecommunications Corp. is not responsible for the content of this program."

LTC's programming staff shall make determinations for program schedule placement, based on a number of factors including, but not limited to, timeliness, consistent series submission, adult material, producer longevity, programming blocks, etc.

Members must agree to comply with all applicable sections of these Rules and Procedures, submit appropriate forms in a timely manner and abide by the following conditions:

A. Clearances and Prohibitions

In order to cablecast any programming, one must be an LTC member in good standing, complete the Project Application and Producer Agreement/Indemnification Form, and submit all appropriate releases and clearances. Community Producers on the access channels are fully responsible for the content of their program material.

Presentation of the following is prohibited:

1. Any commercial programming or advertising;
2. Any material which constitutes libel or slander;
3. Any obscene material or pornography;

Obscene material is not protected by the First Amendment to the Constitution and cannot be cablecast at any time. The Supreme Court has established that, to be obscene, material must meet a three-pronged test:

- An average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
 - The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
 - The material, taken as a whole, must lack serious literary, artistic, political, or scientific value.
4. Any unauthorized use of copyrighted material or publicity rights, & invasion of privacy;
 5. Any material in violation of FCC regulations; and
 6. Any material which violates local, state or federal laws.

B. Ownership of Locally Produced Programs

1. LTC community producers own their programs and hold the copyright, provided it is cablecast at least once on any of the access channels.
2. LTC has the right to maintain a copy of any program in its library to cablecast an unlimited number of times.
3. LTC has the right to use any program for promotional purposes related to LTC and may enter such programs into festivals as it sees fit.
4. Only the community producer, as holder of the copyright, may authorize any other use of a taped program.
5. Community producers that make a monetary profit by producing a program with LTC equipment or facilities shall be required to remit 20% of all proceeds resulting from the commercial use to LTC.
6. Any exceptions to the above shall be determined solely by the Executive Director on a case by case basis.
7. All community producers are expected to identify themselves as the producer with a credit roll at the beginning or end of their program.

C. Controversial Programming

1. If, in the opinion of a Community Producer, the LTC Board, or the LTC staff, any material in a program is deemed controversial, a disclaimer may be required to be put on before the program. Producers are required to alert LTC staff to programming that may be problematic to sections of the community, or may contain adult-oriented material. Producers are further expected to exercise good judgment and to understand the audience being reached in Lowell.
2. LTC reserves the right to cablecast programming with adult-oriented material in the "Safe Harbor" time slots designated by the FCC.
3. LTC believes that when it comes to controversial content in programming, the response should be to encourage more speech, as opposed to enforcing silence. LTC encourages anyone who disagrees with a program to produce counter-programming that presents an opposing point of view.

D. Underwriting and Grants

1. Acknowledgement of underwriting by businesses, organizations or grantors providing monetary or other assistance to the making of the program may be included in the program credits. The format for such acknowledgement shall be on the following basis:
"The (following/preceding) program was made possible in part by the generous support of (Name of Benefactor)."
2. Any Community Producer soliciting underwriters for financial support must make clear that no commercial content is allowed on public access programs.
3. Whenever underwriting exceeds \$2,000 for a specific locally produced program or series in any given quarter, 20% of that monetary underwriting shall go to LTC as a cash contribution. Whenever underwriting exceeds \$5,000 per program, per quarter, 50% of that amount shall be remitted to LTC as a cash contribution.
4. LTC members are encouraged to seek grants from outside sources for their productions. For grants over \$2000, LTC will provide 80% in-kind services for production equipment and 20% of the original grant should be budgeted as an actual cash payment to LTC.
5. Commercial advertising and any promotion of commercial products or services are strictly prohibited from LTC channels.
6. All financial sponsorships and underwriting must be approved in advance by the Executive Director

E. Time Slots for Single Programs Produced by Community Producers

1. Programs are scheduled by the staff for the access channel within programming blocks according to their profile (i.e., arts show, religious, etc.). Locally produced programming will take precedence in program scheduling. The staff will program with the goal of presenting a balanced schedule. Those wishing to place programming on the access channels must submit a completed Project Application and Producer Agreement/Indemnification Form at least two (2) weeks in advance. **Programs for cablecast must be submitted at least one (1) week prior to the cablecast date unless otherwise approved by the staff.**
2. Requests for program time will be honored within the constraints of scheduling as well as staff and equipment availability.
3. Requests for live programming time slots must be made three (3) weeks in advance. Requests for time will be honored within the constraints of scheduling. LTC makes no guarantee on which channel such programming will be broadcast.

F. Prime Time

Prime time shall be defined as any time between the hours of 5PM and 11PM daily.

G. Series

1. Requests for regular time slots for a series will be honored on a first-come, first-served basis within the resources of the organization and appropriate programming blocks. A series is defined as any program having a regular cablecast time slot scheduled either weekly, bi-weekly or monthly. A new series will commence when the producer provides LTC with at least three (3) complete programs. Each program in a series is limited to a maximum of either 29:30 or 59:30. Longer length programs can be requested for specials such as festivals. All repeat times and requests for additional repeats may be granted at the discretion of the staff if the time is available and not requested by other producers.
2. Programs that are produced once each month must be submitted to LTC staff ready for cablecast before the end of the business day on either the first or third Friday of each month. Each producer will be assigned one of these days and all submissions will be due by that deadline in each subsequent month.
3. Programs that are produced more frequently than once each month must

be submitted to LTC staff ready for cablecast before the end of the business day at least 7 days in advanced of the scheduled air date.

4. Scheduling of Series

- a. A producer requests to produce a new series by completing a Project Application and by discussing the series production with the staff.
- b. The staff will then develop a production schedule and equipment use plan with the producer that will result in the production of a pilot for the new series.
- c. It is intended that series be new, original programs and not repeated programs. Exceptions to this will be evaluated through arrangement with the Executive Director.
- d. Time slots for series will be evaluated quarterly, with LTC retaining the right to allocate series time slots to ensure programming continuity.
- e. The producer will complete a Project Application and the Producer Agreement/Indemnification Form, submit all releases and clearances and confirm the actual cablecast schedule of the program.

5. Requests for series must meet **all** of the following conditions:

- a. Producers make consistent use of their time slot with new material.
- b. Each program must meet the established running time of said series. Overtime will be cut off; under-time must be filled with other material with staff approval. **LTC staff may refuse running the program if the format does not follow established running time guidelines.**
- c. All programs must meet LTC format requirements. It is the producer's responsibility to fulfill these requirements - not LTC staff.

H. Single/Feature Program

A Single/Feature program is a standalone program that is not part of a series. Time slots will be honored a first come, first served basis.

I. Live Programming / Mobile Rig Production

LTC permits members/producers to sign out mobile equipment in order to produce live events from remote locations throughout the city, however an LTC staff person must be present with the crew on-location. Due to the fact that this type of programming is going out on the cable channels live, there are extensive pre-production requirements that must be met before an application will be approved.

- ✓ Members/Producers wishing to submit a project application for a live remote broadcast should first meet with the Director of Programming at least three weeks prior to the event to determine which full-time LTC staff member will serve as the staff liaison on the proposed project.
- ✓ All project applications for live remote broadcasts will require a written pre-production plan that will include the following:
 - a. A crew list consisting of enough people to provide adequate technical and security coverage of all LTC equipment before, during, and after the event.
 - b. An equipment list consisting of all equipment that will be used during the production. This list must include all cables and any other pieces of equipment that will be required to successfully broadcast the event.
 - c. An electrical plan clearly outlining how the equipment will be powered on location. Any written permits or permissions that are required must be obtained and submitted prior to the event.
 - d. An audio plan that details how audio will be routed to the mobile rig.
 - e. A diagram showing detailing camera locations with distance from mobile rig.
- ✓ On the day of the live broadcast members/producers will be required to set up and send a test signal back to LTC at least one hour prior to the start of the live broadcast. If there are technical problems during the test they must be corrected prior to the start time of the live broadcast. If technical problems arise that can not be corrected then the broadcast will be cancelled.
- ✓ The LTC Sponsoring Staff member will be responsible for contacting Comcast and obtaining a frequency to transmit the broadcast over the I-NET.
- ✓ A community producer, who fails to use a live time slot that has been scheduled, or who cancels a live production with less than two weeks notice, must submit a written explanation to the Executive Director. Such

cancellation may be reason to deny other such live program requests. Acceptable reasons for not using a live time slot include sickness, serious personal problems, and technical problems beyond the producer's control.

- ✓ A modulator, which is the key technical component for generating live remote cablecasts, will be checked out to advanced community producers that have been trained in its use. Whenever a modulator is checked out, an LTC staff person must oversee the production subject to staff availability. Unsupervised use of the modulators shall be determined solely upon the discretion of the Executive Director.

J. Election/Campaign Programming

1. LTC provides to all Lowell residents, including those residents running for local, state or national public office or those supporting a ballot issue, equal opportunities for access to training, equipment resources and cable access channel programming time on channels 8 or 95, on a first-come, first-served, non-discriminatory basis.

LTC encourages political candidates to submit programs during their election campaigns and campaign programming will be treated like all other programming.

Channel 99, the Municipal Channel, is not considered a public access channel and these policies do not apply to its programming.

2. Within ten (10) business days after the filing deadline for candidates running for the Lowell City Council, the Lowell School Committee, or the Greater Lowell Vocational Technical High School Committee, LTC will mail to each candidate a copy of LTC's Operational Rules and Procedures and inform them of a special orientation meeting for candidates.
3. All election programming produced by LTC staff during a campaign season will provide equal time for all legal candidates for each position. The purpose of this programming is to educate residents about the candidates and City issues and may include the taping of candidate statements, debates, and forums.
3. LTC will not cablecast any election-related advocacy programs within 72 hours of the election.

K. Staff Programming Initiatives

1. The LTC staff may use its discretion to be producer of record when it is in the best interests of the community to do so or when a community

producer is unavailable to take on that responsibility.

2. LTC is listed nationally as a public access center and as such is on mailing lists offering programming for rent, borrow or purchase. The staff is committed to seeking diverse programming including bicycling programs through other public access organizations.
3. Where there are programming opportunities from outside the Lowell community, such as satellite downlinking, other Access Centers or groups like the Alliance for Community Media, the arts community, etc., which would contribute to the diversity and quality of programming offered to the Lowell community, as defined by the LTC Mission Statement, the staff may exercise the prerogative to sponsor such programming as the producers of record. However, locally produced programming will have scheduling priority.
4. An independent videographer may be hired by LTC to provide coverage of important events.

L. Outside Programming

1. Programming that is produced outside of Lowell may be allowed to be cablecast on Lowell public access channels. Any Lowell resident who becomes a member may sponsor such programming as the Producer of Record by completing the Project Application and the Producer Agreement/Indemnification Form.
2. Requests for cablecast time slots will be honored on a first-come, first-served basis. **Locally produced programming will take precedence as LTC's top priority in scheduling.** LTC staff may determine appropriate playback periods for outside programming to ensure program continuity. When all time slots in a playback period are full, approval for cablecast of new programs will be withheld until time becomes available.
3. Outside programming will be permitted one (1) prime time cablecast and one (1) re-cablecast, schedule permitting.

M. Programming Guide

Periodic advances in technology and associated programming requirements may from time to time be necessary to adjust the rules regarding playback rules. These changes will be found in the LTC Programming Guide, copies of which are available with programming staff, notification in our newsletter and through producer forums and email postings.

N. Community Bulletin Board (CBB)

LTC may cycle community announcements on the access channels 24 hours per day when there is no programming being cablecast. Lowell-based, non-profit organizations, non-profits serving Lowell residents and LTC members only may submit messages. No commercial announcements, advertising, or direct appeals for funds will be accepted. However, fund-raising events may be announced. For CBBs, announcements must be submitted on LTC forms or via email. LTC will make every effort to post announcements in timely manner. Messages shall run for no longer than a two-week period, unless resubmitted, and in no case more than six weeks. LTC staff reserves the right to schedule announcements at LTC's discretion. LTC is not responsible for mistakes made on the CBB. LTC reserves the right, as producer of the CBB, to reject or edit any announcement. The CBB contains timely and important information vital to the community.

O. Requirements and Standards

1. Program Submission Requirements

- a. Pre-recorded programs may be submitted for cablecast in the following formats:
 - DVD
 - MPEG digital file
- b. The submission must be high quality and in excellent physical condition. Old or damaged media will be rejected.

c. Programs should start without a countdown or leader.

All programs must be timed by the producer, The DVD must be clearly labeled with this time. The time must be accurate in the following format: hour:minute:second (00:00:00).

3. Technical Standards

- a. Programs to be cablecast must meet certain minimum technical standards in the opinion of the LTC engineering staff. Programs having poor audio and video signal quality may be withheld from cablecast at the staff's discretion. If a program's technical quality significantly interferes with a viewer's appreciation of a program, then it is considered technically poor quality. If programs fail to meet this standard in the opinion of the staff, the producer must remedy the problem prior to cablecast.
- b. If a problem with the audio and/or visual signal is identified during actual cablecast, then the cablecast operator will attempt to complete the

cablecast. The cablecast operator will terminate the cablecast prior to the scheduled end of the cablecast if the break-up or poor signal quality persists, or if LTC equipment is jeopardized. The program will then be returned to the producer who will work with the staff to solve the technical problems. The program will not be repeated until the technical problems are solved.

c. Failure to meet minimum required technical standards on more than three occasions will require additional training and certification before any further attempts to cablecast the program will be made.

P. Publicity

LTC encourages all community producers to publicize their programs in a variety of ways. Two weeks notice should be allowed to put a notice on the Program Schedule on the Community Bulletin Board. LTC shall make the CBB available for programming-related announcements. LTC will also assist community producers in creating web-based information that will promote their shows and be linked to LTC's website. Further, producers are encouraged to prepare 30- or 60-second promos for running on the channel.

VII. VIOLATIONS

There are two types of rules which, if violated, can result in restrictions to a community producer's activity at LTC. The Executive Director or a designee is authorized to issue warnings and suspensions. Membership fees will not be refunded to a member whose privileges have been suspended or revoked.

A. Major Violations

1. Major violations will result in an immediate 90-day suspension of membership.

These may include, but are not limited to:

- a. Unauthorized commercial or profit-making use of LTC facilities;
- b. Physical or verbal abuse of staff or other members;
- c. Misrepresentation of members' affiliation with LTC to others;
- d. Falsifying forms;
- e. Taking or reserving equipment without staff permission;
- f. Abuse or mishandling of equipment, including attempted repair, facility reconfiguration, or improper transport;
- g. Handling off-limits equipment or being in off-limits areas; or
- h. Tampering with, copying or deleting LTC software or data.
- I Presenting prohibited content in a program.

2. Any subsequent major violation will result in the permanent loss of LTC membership.
3. Immediate and permanent loss of LTC membership may be determined by the Executive Director. The Executive Director will then report this action to the LTC Board of Directors.

B. Minor Violations

1. Minor Violations may include, but are not limited to:
 - a. Failure to cancel a reservation in accordance with section XI;
 - b. Late pick-up or return of equipment without notification and approval;
 - d. Eating, drinking or smoking in non-designated areas of LTC facilities; or
 - e. Failure to clean up after using the facilities.
 - f. Failure to notify programming staff of controversial content in a show to allow for proper scheduling, or failure to add a disclaimer to controversial programming.
 - g. Infractions against LTC's Code of Behavior.
2. Minor violations that take place within a one year period will result in the following series of actions:
 - a. First violation written warning
 - b. Second violation 30-day suspension
 - c. Third violation 90-day suspension
 - Fourth violation permanent loss of LTC privileges

C. Violations Appeal Process

When a violation results in permanent loss of LTC membership, an individual is eligible to appeal the ruling after a one-year suspension through the following procedure:

1. The individual must submit a written letter to LTC's Executive Director requesting an appeal with a detailed explanation of why the appeal should be heard.
2. At the next regularly scheduled Executive Committee meeting of the LTC Board of Directors, an ad hoc Appeals Committee will be formed, consisting of one LTC board member, one LTC staff member, and one LTC member.
3. The Appeals Committee will meet within 45 days of the Executive Committee meeting to review the occurrence(s) leading up to the

suspension as well as consider the individual's current appeal for reinstatement.

4. At the end of the Appeals Committee meeting, a decision will be issued in writing to the individual who requested the appeal as well as to LTC's Executive Director.
5. If the loss of membership decision is reversed, the member is placed on a one-year probationary period. Any violation (major or minor) of the LTC operating procedures during this period will result in immediate and permanent loss of LTC membership that is not eligible for appeal.
6. An individual cannot submit more than one appeal within a one-year period.

VIII. OTHER CONDITIONS

A. Other uses of LTC Facility

1. LTC has non-production facilities such an exhibition space for artists and meeting space. The use of these and other such spaces are at the sole discretion of LTC staff.
2. LTC has a formal “code of behavior” which is posted throughout the facility and to which our members must abide.
3. LTC makes certain services available to members as a convenience (i.e. tape stock sales, copying). The specifics of these services and costs are posted in the main office. They are updated frequently.

B. Office Bulletin Boards

There are bulletin boards at the LTC office for announcements from LTC to members and for members to use to communicate with each other. A copy of these policies, appeals procedures and other documents will be posted

C. Copies of Programs

Producers are allowed to make one copy of their program for personal use, on tape stock they provide. The LTC Rate Sheet will apply to all other dubbing.

D. Member Information

LTC considers all member information on file as private and confidential.

However, LTC will make available to other LTC members the phone number and email address for those individuals who have indicated they are willing to volunteer on productions. Otherwise, under no circumstances will LTC release this information without prior member consent. Should members of the public request such information, LTC will pass on the request to the appropriate community producer and allow them to initiate contact.

E. Volunteers and Interns

1. LTC relies heavily on the services of volunteers and participation in the Volunteer / a designated LTC staff person coordinates Intern program.
2. LTC members are encouraged to volunteer during and after their training and certification.
3. All volunteers and interns will have member privileges and corresponding responsibilities while they are actively involved as volunteers / interns and will sign the Agreement included in the Rules and Procedures.

F. Facility Upkeep

1. The LTC facility is a public building with substantial electronic equipment. Therefore, it is a strictly enforced, nonsmoking environment. No smoke or fog machines are permitted in the studio.
2. Community producers are expected to clean up each time they use this facility. This includes striking sets, replacing all equipment and cables, and sweeping floors.
3. No animals are allowed in the building except for seeing-eye dogs. The Executive Director must approve animals involved with a production.
4. Eating and drinking are allowed only in designated areas that must be kept clean by users.
5. LTC will provide some props and supplies for productions so long as those materials are not specific to only one application. Community producers must remove all set materials from the facility when they are finished. LTC has limited storage space for sets, to be used at the discretion of the Executive Director.
6. LTC office equipment and supplies may not be used for sets. No one may use another's set without permission.
7. LTC is not responsible for sets, props or personal items left on the premises.

G. Right To Refuse

LTC 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.

H. Indemnification

Users of the access channels shall indemnify the City of Lowell, Comcast, LTC, their employees, and the LTC Board of Directors against any and all liabilities arising out of use of facilities and resources, or out of breach of the Agreement with these Policies.

I. Interpretation

Where the implementation of these policies are subject to interpretation, decisions shall be at the discretion of the LTC Executive Director or a designee.

J. Member Input

LTC is a dynamic organization that seeks to serve its member base. LTC welcomes all input and encourages members contribute their ideas. Please put all requests for changes or suggestions in writing to the attention of LTC's Executive Director.

K. Appeals

LTC members are encouraged to resolve difficulties on the staff level. Any LTC member wishing to appeal an action of the staff regarding these Operational Rules and Procedures should detail their concerns in writing to the Executive Director and may request a hearing before the appropriate Committee of LTC's Board. If the member is still unhappy with the resulting decision, they may go to the full Board of Directors of LTC that shall make the final decision.

Addenda

*Code of Behavior
Adult Content Policies*