



# **Gateway Collaborative Media**

## **Gateway Collaborative Media Operating Rules and Procedures**

Established June 22, 1995  
Amended May 5, 2026

# **SECTION I – ORGANIZATIONAL OVERVIEW**

## **1.1. Statement of Purpose**

Public Access Television is a medium for our communities' expression. As it was established by North Adams, Adams, Cheshire, and Clarksburg in 1995, funded in part by local cable subscribers, such access is managed by the non-profit corporation, Gateway Collaborative Media (hereon referred to as GCM). Individuals residing in our service communities, and organizations, operating or servicing individuals residing in our service communities, may utilize the training, equipment, facility, and support of staff to produce programming for cablecast on GCM's linear television channels, as well as all future mediums. There shall be reasonable access to the studio facilities and equipment, and to access training, subject to these rules and policies established on June 22, 1995, and as they may be amended from time to time. The Board of GCM hopes the services offered will encourage users to produce a wide variety of programs about their experiences, concerns, and interests.

## **1.2. Role of GCM Staff**

Successful public access programming depends on participation by many active trained volunteers who use video communication tools to independently convey their ideas. The staff of our organization exists to facilitate that process in a safe, fair and educational manner.

Because of this, and due to the limits of staff time, GCM cannot be expected provide video production services for community members or organizations. Staff will assist community producers through training volunteers, providing access to equipment, engineering programs to ensure quality standards, and other support roles. In addition, staff may choose to volunteer as the production crew for a program, based on their scheduled availability – this should be considered an exception for producers, and not the rule.

In addition, staff are responsible for facilitating a professional working atmosphere. As such, staff will use its discretion in attempting to enforce the following rules and procedures by quickly remediating non-permissible conduct, or by asking non-responsive individuals to leave the organization's facilities. Subsequent consequences are detailed in Section VI, Violations of Policy.

## **SECTION II – CORPORATE POLICY**

### **2.1. Code Of Conduct**

It is the sincere desire of our organization to provide an operating atmosphere at our production facilities that welcome and respect all individuals. With that consideration a priority, the following will not be tolerated at the facility:

- Any criminal act as defined by federal, state or local law or statute
- Abusive, hostile, disruptive or threatening behavior or language
- Any form of harassment
- Disregard of staff authority
- Use of intoxicating substances, legalized or otherwise, on-site or prior to use of facilities
- Smoking or open flames
- Food or drink, except in authorized areas
- Unhygienic, unsafe or unhealthy behavior
- Unauthorized use, modification or tampering with production or office equipment
- Commercial activities, including but not limited to advertising, sales or solicitation
- Recording without permission
- Disregard for other clearly posted guidelines

Members and guests are responsible for their own safety and the safety of their belongings while participating in GCM activities or using GCM facilities or equipment. GCM claims no liability for the safety of either individuals or property.

### **2.2. Animal Policy**

Animals are only permitted in the GCM facilities if they fall into one of the following categories:

1. They are a registered service animal acting in service to a program guest or station visitor;
2. They are an authorized part of a production.

Regardless of reason, animals must be properly restrained and always supervised while at the facility, and their keepers accept full responsibility for the actions of any animals brought into the facilities.

### **2.3. Privacy Policy**

Certain documentation may require that GCM request personal information of its members and volunteers. This information will be protected by physical, electronic and procedural safeguards, and is restricted for use only by employees who are required to hold all such information in strict confidence. We do not sell any such information, nor do we disclose such information unless previously authorized or otherwise required by law.

### **2.4. Corporate Name, Logo and Likeness Policy**

The use of the name, logo or any corporate likeness of GCM by anyone not employed by the corporation is strictly prohibited without express written permission by the Executive Director. This includes efforts at publicity using any medium, as well as claiming to be “From GCM.” Misrepresentation by any individual of their role may lead to loss of benefits.

## **SECTION III – Membership Policy**

### **3.1. Benefits of Membership**

GCM relies on its members to help support the organization and its mission. As a result, membership to the organization provides several benefits not available to the general public. These benefits include:

- Members receive access to GCM’s production facilities, including (but not limited to) the studio, field production equipment, and editing suites.
- Members receive free training on all basic production facilities from staff, whether one-on-one or in workshops.
- Members receive access to GCM promotional items.
- Based on their classification, members may be eligible to a corporate vote.
- Based on their classification, members may be eligible to join the Board of Directors

### **3.2. Membership Classifications**

To fairly serve our municipalities and surrounding communities, GCM has developed several different classifications of membership to ensure as many individuals as possible are able to receive the benefits of membership. Membership rates are established by the GCM Board of Directors and may be subject to change based on the needs of the organization. The following classifications of membership are currently recognized by the organization:

- **Cable Membership**  
Cable Memberships are available to individuals who live, work, or receive educational services within the GCM linear channel cablecasting area and pay for cable service. Upon confirmation of an active cable subscription, a Cable Member receives an additional discount to the Community Membership. Cable Members are eligible, as members of our local municipalities, to a corporate vote. Cable Members are also eligible to become members of the Board of Directors.
- **Community Membership**  
Community Memberships are available to individuals who live, work, or receive educational services within the GCM linear channel cablecasting area. Community Memberships are kept affordable, to ensure as many individuals in the community as possible have access to GCM’s services. As Community members are part of the municipalities we serve, Community Members are eligible to receive a corporate vote. Community Members are also eligible to become members of the Board of Directors.
- **Regional Membership**  
Regional Memberships are available to individuals who live, work, or receive educational services within 50 miles of the GCM Studio facilities – a complete list of the included municipalities can be found in Appendix A, “Municipalities Included in Regional Membership.” This includes most of Berkshire County, and parts of the Massachusetts “hill towns,” as well as parts of New York and Vermont. This classification of membership is designed to enable individuals in these areas who are not served by a local access station to still be able to participate in GCM’s services. Regional Members do not receive a corporate vote, nor are they eligible to become

members of the Board of Directors.

### **3.3. Group Memberships**

From time to time, the GCM Board of Directors may offer Group memberships, which allow multiple individuals to receive the benefits of a specific classification of membership at a reduced rate. These memberships may possess a limited number of corporate votes, but otherwise provide the full benefits of membership.

### **3.4. Participation of Minors**

Minors (under the age of 18) require the co-signing of a parent or guardian to receive membership benefits. Cosignatories must become familiar with these rules and procedures and are considered fully legally responsible for the actions of said minors. Minors are ineligible to have a corporate vote.

### **3.5. Change of Membership Classification**

Members are expected to inform GCM of information which may change their membership eligibility, such as changes of address or place of employment, as well as changes in relevant contact information. Membership classification may be reassessed based on this information, and as a result eligibility for membership benefits may change. Members agree that changes in status will result in them relinquishing certain membership benefits and understand that failure to update their information may result in the complete revocation of all benefits.

### **3.6. Hardship Policy**

GCM exists to provide media access to as many members of our community as possible. Our membership rates are generally kept low for this purpose. However, should an individual be unable to afford an GCM membership, they may request a waiver of fees from the Executive Director, who will consider such requests on a case-by-case basis.

### **3.7. Acceptance of Policies as Condition of Membership**

Members must sign an agreement accepting responsibility for understanding and adhering to these policies and all acceptable guidelines governing use of GCM resources, facilities, equipment, channels and platforms.

### **3.8. Indemnification**

In signing a membership agreement, GCM members shall indemnify the municipalities of Adams, Cheshire, Clarksburg and North Adams; their cable service providers; GCM; their employees; and their Board of Directors against any and all claims or liabilities arising out of use of facilities, resources, channels, and platforms, or out of breach of the agreement of these policies.

## **SECTION IV – Programming Policy**

### **4.1. Producer Expectations**

All programs aired on linear cable channels and/or other organization-supported platforms must have a producer who is a member of the organization, or is local. To be classified as “local,” the producer must live, work or receive educational services within one of our municipalities (Adams, Cheshire, Clarksburg or North Adams). Additionally, a producer must be 18 or older for the purposes of signing a legally binding contract – if the producer is a minor, a responsible adult will be required to co-sign any documentation.

The producer is responsible for obtaining proper documentation of the program; developing, organizing, and scheduling crew for the production when needed; interfacing with GCM staff regarding production, scheduling, and airtime; and the proper care and maintenance of equipment while dedicated to the production.

If the producer intends to use any of GCM’s facilities, the producer shall be responsible for becoming a member of the organization. In addition, the producer shall be responsible for ensuring that anyone who operates GCM facilities also become members.

The producer understands that their programming agreements apply only to GCM. While producers are welcomed to share their programming with other access organizations both regionally and nationally, GCM is only responsible for scheduling locally. The producer agrees that programming created using GCM facilities must appear on GCM-owned platforms prior to other use, including but not limited to other community television channels, online platforms, or public distribution. Exceptions to this expectation may be considered, but require both written permission from the Executive Director and a written agreement as to the timing of playback of programming on GCM-owned platforms. Failure to prioritize GCM playback may result in loss of membership privileges.

Importantly, the producer assumes complete individual responsibility for their own programming subject to the federal, state and local laws. Neither the cable provider, our community’s municipal authorities, nor GCM shall be liable for any program content.

### **4.2. Programming Documentation**

Proper documentation is required to protect the rights of a producer, and to protect the ability for GCM to continue to provide access services to the community. Such documentation starts with a completed production contract. A production contract is a document that informs GCM about your protection and will aid us in our equipment usage tracking, maintenance, and requisition. Production contracts are available at the GCM office from any staff member, and must be approved by a member of staff to be considered valid.

When appropriate, producers should also include standard television releases from interviewees to protect the producer and the station from lawsuit.

### **4.3. Single Point of Contact Policy**

To facilitate clear communication of intent and purpose of a program, GCM will only recognize the producer as a “single point of contact” in relation to planning, production, scheduling and dispossession of a program. No other crew, guest, or related individual, without express written consent of the producer, will be allowed to make changes for a program.

In the instance where a program is produced on behalf of an organization, the organization's publicly recognized representative may change the producer based on the needs of staffing, volunteers or other reasonable need.

#### **4.4. Program Content Disclaimer**

To communicate the indemnification of GCM and its associated parties, all programs produced for cablecast and/or other platforms at GCM must include the following disclaimer:

“The opinions expressed on the (following/preceding) program are those of its producers and guests and do not reflect those of GCM, its staff, its members or its Board of Directors.”

Programs lacking this disclaimer may be removed from cablecast. Programs not produced at GCM must include whatever disclaimers are standardized at their access center of origin.

#### **4.5. Prohibited Program Content Policy**

Program content will never be reviewed, censored, or otherwise altered or restricted by GCM staff. However, the presentation of the following material on the community access channel is prohibited:

- Any program that is commercial in nature.
- Any material which is intended to defraud the viewer and/or is designed to obtain money by false or fraudulent pretenses, representations, or promises.
- All advertisements of (or information concerning) any lottery, free enterprises or similar scheme offering prizes dependent in whole or part, upon lot or chance; or any list of the prizes drawn or awarded by means of such lottery, gift enterprises or scheme, whether list contains any part or all such prizes.
- Libelous or slanderous material
- Material that is obscene according to local community standards or is otherwise illegal

Any violations of the above policy will result in the offending program being removed from cablecast and other platforms and may result in the revocation of membership benefits.

#### **4.6. Cablecast Standards**

To be cablecast on linear cable channels, staff may be required to review a program to assess its quality (but never its content). Programs with unclear video or audio because of a technical problem may be denied access to cablecast at the discretion of staff. Such programs may be resubmitted after the resolution of such issues for technical reconsideration.

#### **4.7. Mature Content Policy**

If a program is likely to be offensive to some audiences, or contains mature content, the producer must inform GCM staff when requesting cablecast time. Programs including such content will be scheduled in a late-night “safe harbor” timeslot (which is defined as between 11:00pm and 5:00am EST). This policy is designed to ensure that both the right of free expression is protected, and the ability for cable viewers and their children to be protected from what they may classify as undesirable content. Such content will be required to include

appropriate view advisory messages as a part of the disclaimers. Failure to communicate the mature content of a program will result in its removal from cablecast and other platforms and may result in revocation of membership benefits.

Mature content is defined as any content considered unsuitable for children, and includes (but is not limited to) the following;

- Profanity
- Nudity
- “Hate speech” (word or images likely to be considered abusive or discriminatory against any racial, ethnic, religious, gender, sexual orientation, or disability group)
- Non-explicit Sexual material
- Violence
- Any potentially disturbing content relating to human or animal injury
- Excretory functions
- Medical procedures
- Anything classified as such by local, state or national law or statute.

#### **4.8. Political Programming**

GCM encourages programming of a political nature as part of its access, welcoming all candidates, parties to a ballot question, lobbyists and similar parties to use GCM facilities to share their message. To ensure fairness in political programming, no new programs will be scheduled for cablecast and/or distribution on other platforms within 14 days of an election. The sole exception to this is “debate programming,” which is defined as programs to which all candidates or referendum advocates have been invited and the format is organized fairly, with all candidate or referendum’s viewpoints having an equal opportunity to speak and comparable amounts of time.

At no time will advertising or underwriting from a candidate, political party, lobbyist, or similar party be permitted.

#### **4.9. Scheduling Procedures**

All requests for channel time on GCM linear cable channels will be processed on a fair and equitable basis and will depend on availability and program nature.

If scheduling permits, a program may be repeated during the weekly period, for a total of up to three cablecasts. All program scheduling is to the discretion of the staff as to time and day of cablecast. GCM staff and Board of Directors will not be held responsible for inability to meet program schedule or time preference.

Reasonable efforts will be made to ensure that series programs will receive a consistent time slot. However, special live events may preempt series time slots at the discretion of the staff. Producers who have not produced new series content in two months may lose their regular time slot at the discretion of staff.

#### **4.10. Regional Program Origination**

Producers creating programming from a non-profit incorporated access organization with 50 miles of the GCM Studio facilities (as outlined in Appendix A) shall be allowed to schedule programming on GCM’s linear channels without previously becoming members. Programming originating from this region will be scheduled based on the availability of channel time and will not be allowed preempt local GCM programming. Regional programming may or may not be

included in other platforms, based on value of the program to the mission of the organization as assessed by a member of staff.

#### **4.11. Outside Of Region Program Origination**

Producers creating programming from access organizations outside of the 50-mile radius of the GCM Studio facilities, or programming produced by any other organization that does not violate the content rules of GCM, will be required to identify a local organization or individual to serve as a “producer of record.” The producer of record must be willing to record a short opening and closing to the program, identifying themselves and providing contact information for anyone with comments about the program. Outside Of Region programs will be scheduled based on the availability of channel time and will not be allowed to preempt either local or regional programming. Out Of Region programming will not be included on other organization platforms, except based on a value judgement as assessed by a member of staff.

#### **4.12. Underwriting, Grants and Other Programming Income**

Producers may apply for and receive underwriting, grants, and other income that aid in the development, production, promotion, or improvement of programming on our linear cable channels and/or associated distribution methods. Compensation can be in the form of goods, services, in-kind contributions and/or monetary donations. Where such consideration is received or expected, the producer will inform the Executive Director before any further equipment and facility scheduling and usage at GCM and the following will apply:

- GCM may waive the right to share compensation if the funding covers no more than actual documented expenses, including recording media, sets, transportation and crew meals, at the discretion of the Executive Director.
- If compensation more than basic expenses has already been received by the producer, the producer must donate 20% of that income to GCM.
- If compensation for a program is expected during or after the completion of the program, a budget for the program must be submitted to the Executive Director that indicates a 20% donation of all funds to GCM and a signed partnership agreement that guarantees GCM 20% upon receipt of income to the producer.
- Every additional source of funding obtained afterward for the program must be reported to the Executive Director and donation arrangements made before any further use of GCM facilities or equipment.
- Payment of crew for any program receiving funding must be reported to the Executive Director before any further use of GCM facilities and equipment.
- Credit for underwriting and any such and every mention of underwriters within the context of such programs should be worked out in advance with the Executive Director. GCM rules forbid the cablecasting of commercial messages, including verbal promotions or “plugs”, of a sponsor within a program that go beyond a PBS-style recognition of the underwriter at the beginning and end of the program.

#### **4.13. Fundraising Programing**

Because fundraising for other organizations is not central to the mission of GCM, there is no protected right to produce or cablecast fundraising programming as there is for traditional access programming. Certified non-profit organization members may produce one fundraising program per year, and GCM may limit the number of televised fundraising program to one per

quarter of the calendar year. GCM will require the fundraising non-profit to pay for staff services provided before, during, and after the event, and will negotiate such requirements prior to scheduling the program.

#### **4.14. Copyrights and Further Use Policies**

The producer of any program produced at GCM has the right to copyright the program, and therefore bears all responsibilities incumbent with these rights. Programming produced on behalf of an organization may be copywritten by the organization. Regardless of the copyright status of a program, GCM retains the right to cablecast, duplicate, and distribute any program produced using GCM facilities.

In the event that a program producer dies, or cannot be contacted through conventional means over the course of 6 months without prior notice, the rights to the programs produced shall revert to GCM.

## **SECTION V – Equipment & Facilities Policy**

### **5.1. Training Procedures**

GCM staff will provide training to members to certify that producers and program volunteers are appropriately trained to safely and proficiently operate equipment. Training may be provided on a one-on-one basis, in small group workshops scheduled based on need, or during pre-schedule training series “workshops” offered throughout the year. Unless otherwise specified as part of a training series, training will only be available to members, who receive said training free of charge as a benefit of their membership.

### **5.2. Equipment Use Policies and Procedures**

Access equipment and facilities may be used only for making programs for cablecast on GCM linear cable channels, and/or other distribution platforms. Prior to equipment or facility being reserved, all participating members must receive and complete training certification on the equipment they will use. Requests for equipment are available by appointment on a first-come, first-served basis. The staff may use its discretion to assure that no individual or group monopolize the use of the equipment.

Equipment and facilities should be reserved at least one week in advance to ensure availability. Cancellations of equipment and facility reservations should be made at least 24 hours in advance, except in cases of emergency. Repeated last minute cancellations or tardiness may result in loss of the benefit of using that equipment. Reservations will be held for 15 minutes, after which the reservation will be released to other members on a first-come, first-served basis.

Any equipment used for productions beyond those supplied by GCM must meet certain minimum standards and be approved by staff prior to use with GCM equipment. Any damage resulting from use of non-standard equipment will be the financial responsibility of the member.

Damage done to equipment will be the financial responsibility of the member using it at the time of damage. This includes damage done by attempts to modify, change, repair or adjust equipment.

Individuals using GCM equipment and facilities should report all defects or problems with equipment to the staff. If the defects or problems are found to be the result of misuse or abuse of the equipment, members will lose the benefit of using that equipment pending additional training, if appropriate.

### **5.3. Reservation Limits**

In order to ensure availability of equipment for all members, the following limits are set for reserved equipment and facilities:

- Studio – 4 Hours/week
- Editing – 8 Hours/week
- Field Equipment – 80 Hours/week
- Portable Studio Equipment – 8 Hours/week

### **5.4 Field Equipment**

All equipment must be checked in and out by a member of GCM staff. An equipment request must be filled out, signed by the member on the appropriate line and signed by a GCM staff person. Prior to using equipment, staff may ask for a copy of the member's identification, which will be kept on file.

### **5.5. Studio Usage**

No studio productions may take place without staff supervision. Scheduled studio time should include time needed to set up, produce program, break down, and clean up. To ensure proper scheduling, live programming must be requested at least two weeks in advance.

### **5.6. Editing and Post-Production**

The producer who scheduled the editing time is responsible for leaving the Edit Suite in the same or better condition than when it was first occupied. This includes throwing out trash, papers, and other refuse, wrapping and storing cables, storing and locking up microphones, etc.

The producer will be allotted sufficient data storage space with which to accomplish their production, based on staff evaluation of the project. Producers are responsible for managing this storage space, as well as backing up any production media on personal media. GCM is not responsible for the integrity or loss of stored data and reserves the right to remove any and all data from editors at any time.

### **5.7. Producer Copies**

Producers may request a physical or digital copy of their program to do with as they wish. GCM staff will make copies of programs at their convenience.

## **SECTION VI – Violation of Policies**

### **6.1. Consequences of Violation**

Violation of any of these rules, or any practices agreed upon by the staff and clearly posted in the organization's facilities, will result in staff immediately attempting to remediate non-permissible behaviors, or requiring a non-responsive individual to leave the access facility and property. Depending on the severity of the violation and at the discretion of staff, violations of these rules and procedures may result in any of the following:

- A verbal warning
- A written warning
- Temporary suspension of membership benefits
- Permanent suspension of membership benefits
- Suspension of the ability to access GCM facilities

At no time will access to cablecast time be permitted as a sanction against violation of these rules, as access to cablecast time (though not other platforms of distribution) is a protected right. Individuals whose ability to access GCM facilities has been suspended will be provided with accommodations to submit programming, if required.

### **6.2. Grievances**

A grievance regarding assignment of training; channel time allocations; equipment, studio and facility use; penalties resulting from violation of these rules, or other matters regarding GCM will be respected as a part of due process, and the following procedures may be followed:

1. A meeting with the Executive Director may be requested in writing. The Executive Director will meet with the complainant and appropriate staff to work towards an amenable solution.
2. Should step 1 listed above fail to resolve the grievance, the complainant may request a hearing with the Personnel Subcommittee of the Board of Directors in writing. The Subcommittee will set a mutually agreeable time for a hearing, which will include a quorum of the committee, the complainant, the Executive Director and other concerned parties.
3. Should steps 1 and 2 listed above fail to resolve the grievance, the complainant may request a hearing with the full Board of Directors in writing at the Board's next regular meeting. Should the Board decide by simple majority to uphold the decision(s) of staff, the complainant in question may not request the Board of Directors review this case again for a period of no less than one year.

## **Appendix A - Municipalities Included in Regional Membership**

### **MASSACHUSETTS**

Adams  
Amherst  
Ashfield  
Becket  
Bernardston  
Blandford  
Buckland  
Charlemont  
Cheshire  
Chester  
Chesterfield  
Clarksburg  
Colrain  
Conway  
Cummington  
Dalton  
Deerfield  
Egremont  
Florida  
Gill  
Goshen  
Great Barrington  
Greenfield  
Hawley  
Heath  
Hinsdale  
Huntington  
Lanesborough  
Lee  
Lenox  
Leverett  
Leyden  
Middlefield  
Monroe  
Monterey  
Montague  
New Ashford  
New Marlborough  
North Adams  
Northampton  
Otis  
Peru  
Pittsfield

Plainfield  
Richmond  
Rowe  
Sandisfield  
Savoy  
Sheffield  
Shelburne  
Shutesbury  
South Hadley  
Southampton  
Stockbridge  
Sunderland  
Tyringham  
Washington  
Wendell  
Westhampton  
Whately  
Williamstown  
Windsor  
Worthington

**VERMONT**

Arlington  
Bennington  
Brattleboro  
Dover  
Guilford  
Halifax  
Jamaica  
Marlboro  
Newfane  
Pownal  
Readsboro  
Shaftsbury  
Stamford  
Sunderland  
Townshend  
Wardsboro  
Whitingham  
Wilmington  
Windham  
Woodford

**NEW YORK**

Berlin  
Brunswick

Cambridge  
East Greenbush  
Grafton  
Green Island  
Hoosick  
Nassau  
North Greenbush  
Petersburgh  
Pittstown  
Poestenkill  
Rensselaer  
Sand Lake  
Schodack  
Stephentown  
Troy  
White Creek