

KFAI RADIO
WITHOUT
BOUNDARIES
90.3  106.7

KFAI



Volunteer

Handbook



Mission Statement

KFAI is a volunteer-based community radio station that exists to broadcast information, arts, and entertainment programming for an audience of diverse racial, social and economic backgrounds. By providing a voice for people ignored or misrepresented by the mainstream media, KFAI increases understanding between peoples and communities, while fostering the values of democracy and social justice.

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***Sections marked with an asterisk are the most important sections for new volunteers to read. Please read these sections carefully.**

Welcome!

Thank you for your interest in community radio, KFAI, Fresh Air Inc.. When you become a volunteer for KFAI, you join a tradition that started with just a few people who thought more people should have access to the airwaves, and which has grown to include hundreds of volunteers who believe in the station's mission.



Just as KFAI works to create access for people, the people who come to KFAI must understand that the airwaves are a limited public resource, licensed for our use through the Federal Communications Commission (FCC). When you volunteer for KFAI, you are responsible for the station, and our role in the community. This handbook will help you begin your volunteer experience, take the steps to being trained to do radio at KFAI, and understand the importance of treating positions, equipment, and other people at KFAI with respect and integrity. Please enjoy yourself at KFAI, but please help other volunteers to have positive experiences, too. **You are asked to read this handbook and sign a Letter of Agreement that you will be responsible for the policies contained herein. Please save this handbook for your reference in the future. Thank you!**

History

A group of citizens founded Fresh Air, Inc. in 1973, as a non-profit organization. These citizens sought to establish a non-commercial community radio station as an alternative to other stations, to fill the void in music and news left by traditional broadcast stations, provide access to the airwaves for the public at large, and to train and empower community members to utilize radio broadcasting.

On May 1st, 1978, KFAI-FM at 90.3 FM was inaugurated as a 10-watt mono station, able to broadcast programming within a few blocks of its south Minneapolis home, Walker Community Church. "KFAI" stands for the station's location with proximity to the Mississippi River (K), and Fresh Air, Inc. (F-A-I). In 1983, KFAI gained approval to raise its signal power to 125 watts, and to broadcast in stereo. The station purchased a higher-powered transmitter, placed on top of the Foshay Tower in downtown Minneapolis. This location and higher power allowed KFAI to increase its potential audience to two million people.

In December 1991, KFAI moved to the third floor of the Bailey Building on the West Bank of Minneapolis—the station's first home actually designed to house a radio station. The new space provided room for more studios. The next challenge was to address the range of its on-air signal. After a year of planning and the aid of a federal grant, KFAI installed a translator in West St. Paul, enabling a broadcast on 106.7 FM to St. Paul listeners.

In January 2003, KFAI announced archived programming on its web site, www.kfai.org. By this time, the station was streaming all of its programming, to listeners all over the world.

KFAI Organizational Structure

KFAI's license to operate is held by Fresh Air Inc., which represents all stakeholders in KFAI. In other words, KFAI is owned collectively: by its members, volunteers, staff and Board of Directors.

Board of Directors

KFAI is governed by the Board of Directors: volunteers, listener-members and appointees who meet once monthly to propose, discuss, and vote on fiscal and operational policies. Board of Directors meetings are open to all volunteers and members of the public.

Board of Directors members are elected by their peers, and a few seats are by appointment. KFAI actively seeks to achieve diversity of gender, skill, social and economic background on its Board of Directors. To run, or vote, for open seats on the Board, volunteers must give nine hours of time over a three-month period leading up to the elections. Elections are held yearly, in November and December.

Staff

The Executive Director at KFAI is hired by the Board of Directors. The Executive Director has the authority to hire the paid staff necessary to maintain a strong level of service to our stakeholders, in accordance with our mission statement and Board policies. The number of positions and titles of paid staff have varied and will continue to change based on station needs and the availability of funds and qualified candidates. Paid staff work in partnership with individual volunteers, interns, and committees to ensure successful daily operation of KFAI.

Committees

Committees are run by volunteers and Board members, with staff liaisons as members and partners. The number of committees and titles of committees have continued to change and grow as the station's needs change and grow. Some committees are open to all volunteers to join, and elections are held and appointments made for other committees. If you are interested in the work of a committee, ask a staff member for the information to contact the committee chairperson.

Individual Volunteers

Most of the people you will meet at KFAI do work at some time as individual volunteers. KFAI is volunteer-driven, which means the success of the station depends on the time, talents, interests, and skills of individual volunteers. Almost all of the on-air work at KFAI is done by volunteers. Some of the off-air work volunteers create: marketing campaigns, press releases, strong presence at community events, content for the web site, mailings for new and renewing members, momentum for pledge drives, special fundraising events, and training classes for other volunteers. All positions contribute to the success of the station.

KFAI Basic Contact Information

KFAI Web Site: www.kfai.org

The KFAI web site is a great resource for new volunteers to keep up on current events and programming at the station. The **Volunteer Resources** page can be accessed by clicking the “Volunteer/Get Involved” item on the left hand side of the web site’s top page. You will find the names of our Board of Directors members, staff contact information, training schedules, applications for training and internships, and more by visiting the **Volunteer Resources** page.

KFAI mailing address and phone numbers

- ◆ KFAI
1808 Riverside Avenue
Minneapolis MN 55454
- ◆ Office Phone: 612.341.3144
- ◆ Studio Phone: 612.341.0980
- ◆ Fax number: 612.341.4281



KFAI Volunteer email list

KFAI volunteers are encouraged to join the station’s **email discussion list**, to be included in discussions about the station and upcoming station events. The KFAI email list generates 6-10 emails per week; if you wish to receive a “daily digest” version instead of receiving each individual email message, you may sign up for the digest version. To subscribe to the email list, be sure to check the “yes” box on your New Volunteer Profile, or contact the Membership & Volunteer Director: 612.341.3144 x 22.

If you do not use email, you can be informed about KFAI events by visiting the station and reading the messages posted on the **Station Updates bulletin board**.

KFAI Network

The *KFAI Network* is the station’s monthly newsletter, sent by email to listener-members, volunteers, and community partners. If you use email, you will be signed up to receive the newsletter automatically, so that you receive the latest station information. If you do not use email, printed copies are made available on the Station Updates bulletin board. Articles and profiles are written by staff, Board members, volunteers and listener-members. Guidelines for submitting articles and profiles are available on the KFAI web site under the “E-newsletter/sign up!” link, or by contacting the Membership & Volunteer Director: 612.341.3144 x 22.

Department Contact Information:

Development Director: 612.341.3144 x 21

Executive Director: 612.341.3144 x 23

Membership & Volunteer Director: 612.341.3144 x 22

Music Director: 612.341.3144 x 15

News Director: 612.341.3144 x 16 (News Director); 612.341.3144 x 18 (Newsroom)

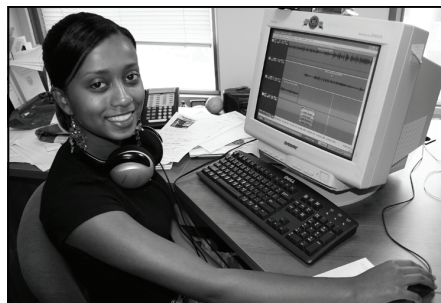
Program Director: 612.341.3144 x 20

Underwriting & Marketing Director: 612.341.3144 x 24

How to Begin Volunteering at KFAI

1. Read the most important sections of this handbook and complete New Volunteer Profile

This first step introduces you to KFAI and includes: general information about the radio station, rules KFAI must obey for the FCC, rules we use to treat each other with respect, and expectations for volunteers and the radio station. The handbook is designed to answer questions you may have as begin your volunteer experience with KFAI. You will also need to complete a New Volunteer Profile with your contact information, skills and interests. This information will help match you with an open position at KFAI.



2. Review the list of open positions and contact the Volunteer Coordinator

You can view a list of open positions at the station by visiting the KFAI web site: www.kfai.org. Click on the “Volunteer/Get involved!” link on the left hand side of the screen. Please review this list of opportunities and identify two positions that interest you. Contact the Membership & Volunteer Director by phone or by email to express your interest in these positions. The Membership & Volunteer Director will let you know whether or not a position has been filled, and when you can begin your volunteer commitment.

3. Turn in your New Volunteer Profile and Letter of Agreement.

When you come to the station to begin your new position, be sure to bring your profile and the Letter of Agreement. Volunteers are required to sign the Letter of Agreement to demonstrate knowledge of the expectations of KFAI volunteers. Members of the KFAI staff are also required to sign the Letter of Agreement, to promote and sustain respect for the time and work volunteers give to KFAI in service of its mission. A staff member will co-sign the Letter and give you a copy, then you can begin your new position at KFAI.

4. Your Volunteer Commitment

As a new volunteer, you are asked to **make a commitment of six months** to a given position. You will then have the opportunity to change positions, or continue in your current role at the station. Volunteer positions usually require a **time commitment** of about two hours, once a week. There is some flexibility, as long as expectations are laid out ahead of time; for example, if your schedule allows volunteering every-other-week instead of weekly, that can be arranged—just let the Membership & Volunteer Director know.

Once you begin your position with KFAI, be sure to record your hours on the **Volunteer Hours Log** at the front desk, so the Volunteer Coordinator can track your participation. Volunteer hours are tracked for our annual audit, for the right to participate in Board of Directors and Program Committee elections, and as important information to include in proposals for funding grants. Please keep track of the time you give to KFAI. Thanks!



KFAI Rules of Conduct and Letter of Agreement

KFAI is a volunteer-based community radio station that exists to broadcast information, arts and entertainment programming for an audience of diverse racial, social and economic backgrounds. By providing a voice for people ignored or misrepresented by mainstream media, KFAI increases understanding between peoples and communities, while fostering the values of democracy and social justice.

KFAI volunteers come from backgrounds and cultures as diverse as the station's audience. In order to help KFAI achieve success in meeting its mission, volunteers are expected to respect and understand each other. The **Rules of Conduct** are in place to allow us all to meet these expectations.

The KFAI Rules of Conduct, listed below, cover the following areas:

- ◆ Respecting other volunteers and KFAI property
- ◆ Staying informed
- ◆ Getting involved
- ◆ Being responsible

These rules also apply to staff at KFAI. If a volunteer or staff member of KFAI is found in violation of these rules, an inquiry should be addressed directly to the volunteer or staff member regarding the alleged offense. After further questioning, if the alleged offense is not explained or resolved through inquiry, the alleged offender may be suspended or dismissed. Staff members reserve the right to protect station equipment, the safety of KFAI volunteers, and the interests of third parties such as the station's listening audience, web site users, and community partners; volunteers retain the right to file a grievance with the station's governing body, the Board of Directors.

1. Respect other volunteers and KFAI property

KFAI's studios, and the various types of production and broadcast equipment that we own, make it possible to produce community-based radio for the Twin Cities. To ensure that these resources are used well and remain in working order, it is important that you know the rules governing studio and equipment use.

- ◆ Treat other volunteers with respect. This includes respecting the **personal space** and **personal information** of other volunteers. If you feel you have been disrespected, or if you have a concern about the treatment of a fellow volunteer, contact a staff member. If a staff member cannot address your concern, you may consider filing a grievance.

- ◆ NO SMOKING anywhere in the building (now city law).
- ◆ NO EATING or DRINKING in the studios, with these exceptions: you may eat and drink in Studio 5 during pledge drive, committee meetings or special events.
- ◆ All equipment is the property of KFAI and is for KFAI use only.
- ◆ Most equipment cannot be taken off station property; only certain remote equipment can be checked out with staff permission.
- ◆ Report all damaged equipment in writing to KFAI staff.
- ◆ KFAI's CDs, albums, and cassettes cannot leave the station. Taking these items out of the station is considered theft.
- ◆ Theft of any kind is cause for immediate dismissal.
- ◆ Unscrupulous or unwarranted destruction of KFAI's property, signal or web functions shall also be cause for immediate dismissal.
- ◆ In grave instances of theft or destruction (as described), staff will alert city police.

2. Stay informed

Stay informed about station news, business, and upcoming events.

- ◆ Check mailboxes, bulletin boards, email, and the web site for regular station updates and announcements.
- ◆ Give your current address, phone number and email address to the Membership & Volunteer Director so the station can reach you.
- ◆ Attend station meetings.

3. Get involved

KFAI depends on people power. As a volunteer, you are expected to be involved in station activities outside of doing an on-air program.

- ◆ KFAI programmers are encouraged to spend three hours per month on off-air volunteer projects, a total of nine hours quarterly.
- ◆ Be an active volunteer. Participate in meetings, vote in volunteer elections, and help out with pledge drives. Find your niche off the air.

4. Be responsible

- ◆ Be on time for volunteer assignments. Inform other volunteers on your team, or the appropriate staff member, if you are going to be late.
- ◆ Show up on time if you have signed out a production studio. Call the Program Director if you are unable to make your scheduled time: 612.341.3144 x 20.
- ◆ Put equipment and materials back when you are finished, especially music from the library or studio and recording equipment from the News Director.

Thank you for reading and following the Rules of Conduct.

Training Classes at KFAI Community Radio

How does a volunteer sign up to take training?

- ◆ Become an *active volunteer* (which the Board of Directors by-laws define as giving nine hours over a three-month period)
- ◆ Check the Programming & Training Bulletin Board or the Volunteer Resources web page for the current training class schedule
- ◆ Fill out an application for the training class you wish to take

Can a volunteer take any training class?

No. The first training class you want to take once you are an *active volunteer* is the **Board Certification Course**. Once you have taken that course and passed the practical examination (which shows you can run the on-air equipment), you are eligible for all other training classes, such as the Announcing Workshop, Digital Editing or Pro Tools Courses, and more.

What else should volunteers know about training?

- ◆ You may not get into the first class for which you fill out an application; there are often volunteers waiting to take the classes and class size is limited to allow time and space in the studios.
- ◆ If you do not get in to the first class to which you apply, you will need to fill out a new application for the next available course.
- ◆ Board Certification Classes are offered three or more times each year.
- ◆ You can get hands-on experience through production teams or the news department, as you wait to get in to the Board Certification Course.
- ◆ You may sign out use of any KFAI studio; see the sign-out sheet posted next to each studio for times you may sign up for a two-hour block to use that studio.
- ◆ You may check out recording equipment from the News or Program Director. Use recording equipment for interviews done “on location” or outside of the station.
- ◆ KFAI offers News and Programming Department Internships: watch the Programming & Training Bulletin Board for opportunities to apply.
- ◆ The yearly training schedule is designed by the Training Committee and the Program Director.

How can volunteers get hands-on experience in between training classes?

- ◆ If you have daytime hours available one day a week, sign up to work in the news department as a news reporter. KFAI reporters learn how to record, edit, write and voice their own news stories—which provides the opportunity to train in every aspect of radio.
- ◆ Join a production team, affectionately known as “cart crew.” See the list of open positions on the volunteer web page for more information.
- ◆ Ask a program host if you may sit in with a show to watch how the equipment in the studio works. Many KFAI disc jockeys welcome new folks to observe their shows.
- ◆ Apply to host *The Wave Project*. See the next pages for more information.

KFAI's Public Access Program: *The Wave Project*

The Wave Project is KFAI's weekly community access program, where any member of the community is invited to put together and host one hour on the radio. This is a great way for new volunteers to get practical experience putting a show together and going on the air.

You can do a program on *The Wave Project* every six months. See the Programming & Training Bulletin Board or go on-line to www.kfai.org for an application. Programs are scheduled up to a few months advance, depending on availability of time slots; you will be notified when your program is scheduled. This gives you plenty of time to plan your program, and use equipment at KFAI to put your program together.



Studio Equipment and Production Assistance

KFAI will provide an engineer to run the on-air studio equipment during your program and help answer technical questions. Equipment in the on-air studio includes:

- ◆ 3 CD players
- ◆ 2 turntables
- ◆ 1 cassette deck, for recording or playback (you must provide a blank cassette to record)
- ◆ 1 CD recorder (you must provide a blank CD to record)
- ◆ 1 DAT machine
- ◆ 1 MiniDisc player

Putting Your Program Together

A good radio show requires planning and thought. You need to think about the people who will be listening, and try to develop a show that will be interesting and easy on the ear. The more time you spend preparing before you go on the air, the better your program will sound to KFAI listeners.

Plan on providing 58 minutes of material. Record the time it takes to read or play your program's content (music, readings, etc.) in advance so that your program fits easily into the time that you have.

On the day of your program, arrive no later than 5:30pm. Your show will begin at 6pm. Remember to bring all the materials that you will need to do your program. Consult with the person who will engineer your program before you go on the air. Go through your whole program with the engineer and settle any technical issues before airtime.

See the next page for advice on preparing music and public affairs programs.

Public Affairs or Discussion Programs



Be prepared. Know what you want to talk about. Have your questions prepared in advance.

We strongly suggest that you have between two and four on-air guests. Including guests on your program adds perspective and energy to the subject, however, more than four guests will be difficult to handle to ensure that each guest has time to share her or his information and receive feedback.

If you are planning on having listeners call in, you must provide your own screener (someone who will answer the phone and decide which callers should go on the air). Please consult with the Wave Project coordinator if you are planning a call-in program.

Music Programs

Be prepared by making a written playlist of the music that you want to play in the order that you want to play it. Give a copy of your playlist to the engineer **before** the program.



Since you have only 58 minutes, your music “sets” should not be too long. Each “set” should be no more than three songs, before you announce the music you have been playing to the listeners.

Give information on the music that you play. Who are the musicians? When or where was the recording made? Why did you play it?

Your program might benefit from adding another on-air host. The back-and-forth conversation between two people can make the program more interesting to the listener, and may help you feel less nervous on the air!

FCC Rules for Broadcasting

While most of the rules the FCC requires KFAI to follow will be covered in training classes, there are some important rules every volunteer should know about broadcasting.

“Sensitive Language”

“Sensitive language” refers to three types of language the FCC does not allow broadcasters to use on the air. This section will let you know how to keep from violating these rules during your participation in any KFAI program. The FCC takes these rules very seriously, and there have been fines of thousands of dollars and tens of thousands of dollars issued against radio stations **and** program hosts for violating these rules.

If you have any questions about whether material you wish to play on the air might violate FCC rules, or if you accidentally violated these rules while on the air at KFAI, please contact the KFAI Program Director.

Obscenity

The FCC uses a definition of obscenity set out by the U.S. Supreme Court in the early 1970s. In order for programming to be considered obscene, *all three of the following elements must be present*:

1. The average person, applying contemporary community standards, must find that the work as a whole appeals to the prurient interest. In other words, the point of the work must be to arouse an “unhealthy” sexual desire.
2. The work must describe or depict, in a patently offensive way, sexual conduct specifically described by applicable state laws. In other words, if it’s defined by state law as a sexual act and you air something on the radio which describes it, you and KFAI could be fined if the other two requirements are met.
3. The work as a whole must lack serious literary, artistic, political or scientific value.

As with all rules governing sensitive language, these definitions are subject to some interpretation. Again, please check with the Program Director if you have questions about material you wish to air.

Indecency

In a statement released April 6, 2001, the FCC announced the following principal factors as being significant in the decisions to issue fines:

1. The *explicitness or graphic nature* of the description or depiction of sexual or excretory organs or activities.
2. Whether the material *dwells on or repeats at length* descriptions of sexual or excretory organs or activities.

3. Whether the material *appears to pander or is used to titillate*, or whether the materials *appears to have been presented for its shock value*.

More than one factor needs to be present in material for it to be considered indecent. In the case of the third factor, the FCC takes the overall context of the broadcast into consideration before making a ruling.

Profanity

This section will name the swear words that are considered profane, so please be aware you are about to read swear words.

The FCC considers material with the following seven words to be punishable if used on air, especially when used in combination with any of the indecency factors: *shit*, *tits*, *piss*, *cunt*, *cocksucker*, *mother-fucker*, and *fuck*. Variations are also found indecent—for example, “cock” is not acceptable in a song or poem unless it is in reference to a rooster or has defensible, artistic merit.

Be aware: if you say *hell*, *damn*, *goddamn*, or similar words with the intent of bringing down divine wrath or divine condemnation, then you are using profanity. The courts have said, however—and the FCC agrees—that the intent of the speaker is what matters when judging whether language is profane. For a complaint to stick, the FCC would have to prove that you *really meant* for divine wrath to strike something or someone—that you really hoped that someone would be struck by lightning, for example. In general, complaints about profanity tend not to get to the FCC in the first place: people usually contact the station. Since KFAI depends so much on listener membership to sustain our operations, we prefer not to anger our audience by using profanity unless there is a compelling artistic or educational reason to do so. In practical terms, KFAI rules do not let you use profanity on the air. In any language. At any time. Play it safe!



KFAI Volunteer Information

You will be asked to fill out a form with your contact information, and to give it to the Membership & Volunteer Director. Please know that KFAI does not share your information with outside agencies. You will be asked to provide an emergency contact, as well as a reference. KFAI will treat the information for your emergency contact and reference with the same privacy and respect we treat your information.

You will, on occasion, receive a phone call from another KFAI volunteer. These types of phone calls are commonly made to let you know about a station event we do not want you to miss, or because a program host needs help on an upcoming program, and you indicated you would like to be considered for substitute hosting on-air programs.

If you do not wish your contact information to be shared for KFAI-related phone calls, please let the Membership & Volunteer Director know: 612.341.3144 x 22.

Email Privacy Policy

At KFAI Fresh Air Inc., we respect and protect your privacy. The following Privacy Statement provides detail on KFAI's use of your email address and sets forth our station guidelines for web site and electronic communications.

- ◆ KFAI Fresh Air Inc. is the sole owner of information gathered through our web site and electronic communications. KFAI does not share, rent or sell email addresses with third parties. In sharing your email address with KFAI, you consent to receive semi-regular communications from KFAI, such as the monthly newsletter and information about upcoming events.
- ◆ You may link to third-party web sites, such as those of our community partners and underwriters, through our web site. Once you have linked from kfai.org to a third-party web site, KFAI can no longer protect information you may share on the third-party web site, and the policies of the third-party web site will apply to your personal information.
- ◆ All electronic communications from KFAI will provide the opportunity for you to unsubscribe from the KFAI email list. You also have the opportunity to opt-out of being a subscriber through our web site. Alternatively, you may email the KFAI Membership & Volunteer Director to be removed from KFAI email lists.
- ◆ KFAI's Privacy Statement is available for review at any time on our web site. Any changes to KFAI's privacy policies will be posted on our web site.

KFAI Volunteer Grievance Policy

As a new volunteer of KFAI, you should know you have a resource for complaints if you wish to have one heard. Below is the current **Grievance Policy**, as adopted by the Fresh Air, Inc. Board of Directors in July, 1994.

The KFAI Board of Directors and staff seek to create a positive environment for all volunteers. The station's policies are designed to create such an environment.

The Grievance Policy allows volunteers to file complaints when they believe a station policy has been improperly administered and to receive a hearing of their grievance within 30 working days.

Improper administration of a policy can include:

- ◆ Falsely accusing someone of violating a policy
- ◆ Applying the wrong policy to a given situation
- ◆ Applying the wrong consequences to a policy violation

Grievances cannot be filed to make changes in policies or the organization. Volunteers cannot file grievances related to changes in the program schedule.

Volunteers who believe that a policy has been improperly administered should first try to resolve the problem with the person or persons concerned. If a resolution cannot be reached, the problem should be taken to the Executive Director. The Executive Director shall hear the volunteer's complaint and take appropriate action. In the event that (1) the matter cannot be satisfactorily resolved by the Executive Director or (2) the complaint involves the Executive Director, the volunteer may file a grievance with the Grievance Committee.

Filing a Grievance

A grievance must be filed with the Executive Director within ten working days of when the policy was administered. Grievances shall be filed in writing and shall contain the following information:

- ◆ The policy in questions and the issues relating to the administration of that policy
- ◆ The name(s) of the person(s) who administered the policy
- ◆ The names, addresses, and telephone numbers of up to five persons who have information pertinent to the grievance but who are not primarily involved
- ◆ The action the volunteer filing the grievance wants to have taken

Within five days of receiving the grievance, the Executive Director will deliver copies of the grievance to the Grievance Committee, to the person(s) against whom the grievance is being made, and to those persons named by the volunteer who filed the grievance as having pertinent information. The person(s) against whom the grievance is being made shall submit their written response(s) to the Grievance Committee within ten working days from the time of the grievance's distribution.

Within 15 working days from the time of the grievance's distribution, the Grievance Committee chair will meet with the volunteer who filed the complaint and explain the procedures that will be followed and time limits that must be met during the grievance process. The Grievance Committee chair is responsible for ensuring that all procedures and time limits described in this policy are adhered to.

The volunteer filing the complaint may drop their grievance at any time during the grievance process.

The Grievance Panel

Within 15 working days from the time of the grievance's distribution, the Grievance Committee chair will select members for the grievance panel and convene a grievance hearing. The grievance will be heard by a panel consisting of two Board members, two members of the paid staff, two volunteers, and the Grievance Committee chair. The chair will vote only in the event of a tie. The Grievance Committee will maintain a list of individuals who are willing to serve on a grievance panel. The members of the panel shall be selected from this list and from the standing Grievance Committee.

The primary parties to the grievance shall be furnished with the names of the panel members within five working days, and shall have 24 hours to object to the panel's membership. Objections can be made only on the grounds that a panel member is directly involved in the events surrounding the grievance, and therefore cannot hear the grievance impartially. Objections on other grounds will not be considered. If the Grievance Committee chair upholds the objection, the panel member in question will be replaced by a person agreeable to the primary parties in the grievance.

The Grievance Hearing

The grievance hearing will be convened between 26 and 30 working days after the administration of policy, at a time when the primary parties to the grievance can be present. All members of the grievance panel must be present at the hearing in order to proceed, unless all primary parties to the grievance agree to a hearing with an incomplete panel.

Unless requested by one of the primary parties to the grievance, the grievance hearing shall be public.

Each primary party to the grievance will be allowed to present a case to the grievance panel. Unless both primary parties agree otherwise, these presentations shall not exceed ten minutes each. At the end of each party's presentation, the party may be questioned by any other primary party to the grievance, or by any member of the grievance panel.

Each primary party may bring to the hearing witnesses to the events in question, or other people who have information relevant to the grievance. These people will be allowed to present information to the grievance panel, and will be subject to questioning by any primary party to the grievance or by any member of the grievance panel.

Each primary party may submit documents, statements, or other written information to the grievance panel. These materials, however, must be made available to the grievance panel and to other primary parties to the grievance no later than 25 working days from the administration of the policy, and at least 24 hours before the grievance hearing.

Each primary party may make a five-minute closing statement at the end of the hearing. This statement shall not be subject to question or rebuttal by other primary parties or grievance panel members.

After these statements, the grievance panel will close the hearing and adjourn to deliberate their decision.

The Grievance Panel Report

The grievance panel will issue a report on the grievance within 48 hours of the hearing. That report should contain the following:

- ◆ A summary of the claims of each primary party to the grievance
- ◆ The findings of the grievance panel with regard to those claims
- ◆ The decision of the grievance panel
- ◆ The rationale for that decision

The primary parties shall be notified of the grievance panel's decision immediately, and shall receive copies of the grievance panel's report within three working days of its completion. This report shall also be included in the next monthly Board of Directors meeting packet as an informational item. If confidentiality is desired, the grievance panel may wish to omit the names of the parties to the complaint in the Board report.

Appeals Procedure

Under normal conditions, the decision of the grievance panel is not subject to appeal. If, however, the procedures in this policy were not followed during any stage in the grievance, any of the primary parties to the grievance can appeal to the Fresh Air, Inc. Board of Directors. Such an appeal must be made within five working days of the grievance hearing.

The Board will hear the appeal at its first scheduled meeting after the appeal has been filed. At that meeting, the appealing party will have five minutes to explain why they believe the procedures were not followed, and the Grievance Committee chair will have five minutes to explain the committee's position. If the Board decides to sustain the appeal, the grievance will be heard by the original panel, or, if the composition of that panel is in question, heard by a new grievance panel.

KFAI Letter of Agreement

This Letter of Agreement (the “Agreement”) is made and entered into on this day, _____, _____, between KFAI, Fresh Air Inc., a community-based, non-profit radio station located at 1808 Riverside Avenue, Minneapolis, Minnesota 55454 (“KFAI”), and the volunteer whose confirming signature appears at the bottom of this letter (“Volunteer”).

WHEREAS, KFAI desires to enter into this Agreement for the services of the Volunteer, who at KFAI’s request shall act as an independent contractor and not as an employee of KFAI, with respect to the work the Volunteer does on behalf of KFAI, under the terms and conditions set forth in this Agreement; and,

WHEREAS, such services to KFAI shall be on a non-exclusive basis,

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements set forth herein, KFAI and Volunteer agree as follows:

1) Terms of Service

a) The Volunteer has non-exclusive ownership of services provided to KFAI. Non-exclusive ownership means the Volunteer reserves the right to reproduce these services in other venues. These services include but are not limited to:

- ◆ On-air programming and audio production created by Volunteer;
- ◆ Content created by Volunteer for KFAI’s web site;
- ◆ Photography or design services provided by Volunteer; and,
- ◆ Administrative assistance work performed by Volunteer.

b) KFAI has exclusive ownership rights to property of KFAI. Property of KFAI includes but is not limited to:

- ◆ Studio broadcast equipment;
- ◆ Recording equipment purchased by KFAI;
- ◆ KFAI’s operator license;
- ◆ All station/programming publicity materials purchased by KFAI;
- ◆ All contents of the music library and offices; and,
- ◆ The name KFAI, Fresh Air Inc. and phrase “Radio Without Boundaries.”

c) KFAI retains the right to be named in the credits of any production work done within KFAI studios and shared with entities outside of KFAI.

d) The Volunteer retains the right to the name of a program produced by the Volunteer at KFAI.

e) The Volunteer must adhere to current copyright infringement laws with regard to the distribution of creative material, such as music, literature, or art. The Volunteer must understand that KFAI pays fees to be able to play music on KFAI airwaves and through program archives on the web site for a legally mandated amount of time ONLY.

f) If the Volunteer is no longer able to provide services for which there is a clear expectation that the services will continue, the Volunteer agrees to an orderly transition out of the service with a 30 day written notice.

i) “Clear expectation” is defined here as services for which the Volunteer is solely, or nearly solely, responsible and which would cease, or nearly cease, without the Volunteer’s participation.

ii) The 30-day written notice allows the Volunteer to transition out of service without harming third parties with which the Volunteer may have direct contact, and who may suffer if the Volunteer were to neglect service. Third parties include listeners, visitors to KFAI’s web site, and community partners.

iii) If the transition out of service must happen sooner than 30 days due to emergency, the Volunteer will notify KFAI’s Executive Director for an exception to this transition process.

g) KFAI reserves the right to review and amend these Terms of Service at any time and agrees to inform Volunteer of changes in a timely manner.

i) The Volunteer’s Terms of Service may come under review if the Volunteer is giving service to KFAI in more than one capacity.

ii) KFAI may issue letters of In-kind Donation for certain services provided by the Volunteer.

2) **Representation of KFAI**

a) Any time the Volunteer gives in service to KFAI’s mission, the Volunteer is representing KFAI. The Volunteer agrees to adhere to the Rules of Conduct with respect to representing KFAI.

b) The Volunteer agrees to report incidents where staff or other volunteers appear to operate outside of the Rules of Conduct with respect to representing KFAI.

i) These incidents can be reported to KFAI’s Executive Director, or to the Board of Directors.

ii) Reporting such incidents keeps KFAI able to serve its mission with equal accountability to people from diverse racial, social and economic backgrounds.

iii) KFAI recognizes that subjects such as sexual harassment, racial and cultural discrimination, ableism, ageism, and other forms of discrimination, are sensitive subjects and the Volunteer wishing to address such incidences may feel inhibited. KFAI will work to create a safe environment for the Volunteer to address difficult subjects.

c) KFAI may entrust the Volunteer with confidential information; if so, the Volunteer will be told the information is confidential, and will be required to refrain from sharing said confidential information with third parties or representatives of other entities.

3) **Termination**

a) The Agreement shall commence on the date first written above and shall continue in force until the named Volunteer transitions out of service, unless sooner terminated by KFAI in the following instances:

- ◆ The Volunteer has been found in violation of the Rules of Conduct, and the *requisite* inquiry has been made;
- ◆ The Volunteer has violated the FCC Rules of Broadcasting which govern KFAI; and,
- ◆ The Volunteer has neglected services where there were clear expectations and third parties (listeners, visitors to the web site, community partners) have been harmed as a direct result.

b) The Volunteer will be warned at least once about actions that are cause for termination, and shall be given the chance to correct the actions, with the exception of the following:

- ◆ The Volunteer has been shown to engage in physical violence at KFAI or while providing service on behalf of KFAI; and,
- ◆ Theft; and,
- ◆ Unwarranted or unscrupulous destruction, as defined heretofore.

c) The Volunteer reserves the right to appeal termination by filing a Grievance with the Board of Directors.

4) **Indemnification**

a) The Volunteer shall indemnify and hold KFAI harmless from and against any and all claims, liabilities, damages, penalties, assessments, and expenses brought by third parties arising from or related to the performance of services by the Volunteer pursuant to this Agreement. This includes:

- ◆ Accidents at KFAI or on the way to a KFAI event;
- ◆ Incidents involving a third party, such as insults or fist fights; and,
- ◆ Allegations made against the Volunteer which demonstrate the Volunteer was operating outside of the Rules of Conduct and the Terms of Service.

b) KFAI pledges to maintain studio and administrative spaces which are in line with current governmental safety standards of operation.

c) The Volunteer agrees to notify KFAI of any claims made against Volunteer.

d) The Volunteer agrees to notify KFAI of any non-KFAI-related claims which may impact Volunteer's services.

e) KFAI agrees to notify the Volunteer of any claims made against KFAI pursuant to services provided by the Volunteer.

5) **No Joint Venture**

a) The relationship of the parties is that of volunteer and organization, and nothing contained herein shall be construed to cause the parties to be financial partners, joint venturers, or agents of the other, or to create the relationship of employer or employee.

i) KFAI may not sell the Volunteer's intellectual property, defined as any product created by the volunteer for use by KFAI, including an on-air program.

ii) The Volunteer may not sell KFAI's property, including air time or production studio time.

I have read through this Letter of Agreement, and can hereby be held accountable for all of the information herein:

For KFAI:

For Volunteer:

By: _____
(Membership & Volunteer Director)

By: _____
(Legal guardian if minor)

Date: _____

Date: _____

By: _____
(Executive Director)

Date: _____