

UNITY RADIO

Policies and Procedures



UNITY RADIO

WUTY 97.9FM

31 Waldo Street | Worcester, MA 01608 | 774-243-1168 | www.wuty979fm.org

 Table Of Contents

Unity Radio Statement of Purpose 3

Section 1: Member and User Policies	4
1.1 Membership Requirements	4
1.2 Categories of Membership	4
A. Individual Membership	4
B. Individual [Student] Membership	4
C. Non-Profit Organization Membership	5
D. Business Membership	5
1.3 Member Rules	5
1.4 Facilities Rules	7
1.5 Training and Certification	7
A. Registration for classes	8
B. Attendance	8
C. Cancellation of Classes by [Unity Radio]	8
D. Certification	9
Section 2: Program Content and Scheduling	11
2.1 Prohibited Content	11
2.2 Indecent, Profane or Patently Offensive Content	12
2.3 Live Call-In Programming	12
2.4 Use of Community Bulletin Board (CBB)	13
2.5 Underwriting and Grants	14
2.6 Disclaimers, Warnings, Titles, and Credits	14
Section 3: Studio Production	14
3.1 In-Studio Production Facilities and Equipment Rules	14
3.2 Use of Recording Studio and Post-Production Equipment	15
3.3 Responsibility, Liability and Insurance	18
3.4 [Broadcast] Agreement	19
Section 4: Broadcasting and Scheduling	19
4.1 Broadcast Agreement	19
4.2 Broadcast Technical Standards	19
4.3 Scheduling Priorities	19
Section 5: Role of Unity Radio Staff	19
5.1 Role of Unity Radio Staff in Production	19
5.2 Members and Interns	20
5.3 Grievances	20
Section 6: Violations	20
6.1 Violation Levels	20
A. Major Violations	20
B. Minor Violations	20
6.2 Sanctions and Remedies	22
A. Major Violations	22

B. Minor Violations	22
C. Temporary Suspension of Equipment Use and Training Privileges	22
D. Suspension or Revocation of Membership	22
E. Fiduciary Duty and Contractual Obligations	22
6.3 Procedure for Complaints of Violations	24
A. Filing a Complaint	24
B. Response to Complaints	24
C. Appeals	26
Section 7: Policy Implementation	27
7.1. Interpretation of the Policies	27
7.2. Amendments to these Policies and Procedures	27

Unity Radio Statement of Purpose

Unity Radio, WUTY 97.9 FM, is a private non-profit 501(c)(3) corporation designated to “encourage the development of programming that involves addressing the unmet needs of the under-served audiences[.]” throughout Central MA. In accordance with the above goal, Unity Radio WUTY 97.9 FM “Worcester’s Community Connection”, will serve several educational purposes, including but not limited to:

1. Providing a laboratory for students/volunteers to learn about non-commercial radio broadcasting, by giving them direct access regarding producing the audio programming for the station. Youth volunteers will learn audio technical skills and be exposed to the creative process of non-commercial educational broadcasting.
2. Making available to the local community non-commercial programs that are not carried on any other station in the local market. This will include local public affairs programs, forums for discussion, alternative/independent news, independent/progressive music artists, and educational programming.
3. Expanding the diversity and variety of information on local topics addressing the specific needs of targeted populations.

Section 1: Member and User Policies

1.1. Member Requirements

To become a member (show host, underwriter, partner, supporter) of Unity Radio, a person or organization must:

- Complete a Membership Application form and statement of purpose.
- Provide proof of identity, address, employer or organization address, in Worcester County.
- Sign the User Agreement indicating that they have read and will comply with the Unity Radio Member Policies and Procedures.
- Pay the required membership fee. (Note: membership fees may be waived at the discretion of the Executive Producer in accordance with reasonable criteria in accordance with the Unity Radio Advisory Board.)

1.2. Categories of Membership

A. Individual Membership

\$100/year: Must declare a purpose of membership.

B. Student Membership

\$25/year: Under 25 years and/or enrolled in a college program or high school. Includes all the privileges of individual membership. Must show proof of age or academic enrollment. Under 18 must have a signed parental consent form.

C. Family Membership

\$175/year: Persons within the Unity Radio household may apply for family membership. Includes all the privileges of individual membership. At least one individual in a family membership must be over the age of 18.

D. Non-Profit Organization Membership

\$500/year: Available for any Worcester County corporation or organization or other entity (including government entities) recognized as non-profit, tax-exempt by the IRS. (Benefits TBD)

E. Business Membership

\$1,000/year: Available for any Worcester County for-profit corporation, institution or other entity.

1.3 Membership Rules

Unity Radio seeks to provide a safe, secure and welcoming environment for members, volunteers, staff, interns and guests. Any violence, safety threat, or other threatening, harassing (including verbal, physical, or visual harassment), or disruptive behavior caused by an individual or group will be considered a violation of these policies.

1. *In order to use Unity Radio facilities and/or equipment, members must: (i) attend a Unity Radio Orientation class; (ii) be certified by Unity Radio for use of the facilities and/or equipment; (iii) and be familiar with and agree to comply with Unity Radio member policies. A current User Agreement must be signed and on file with Unity Radio.*
2. *Unity Radio users under the age of 18 must have a signed Parental Consent Form on file with Unity Radio.*
3. *Unity Radio users under the age of 14 must be accompanied by an adult when at the Unity Radio facility or participating in a Unity Radio activity.*
4. *In order to use Unity Radio equipment, members must be certified to operate that category of equipment, either by attending a class or by demonstrating proficiency and being approved by a staff member.*
5. *[Unity Radio facilities and equipment may be used by certified member users on a [pre-approved] basis subject to availability and prior commitment for its use.]*
6. *Copyrights to all materials produced using Unity Radio facilities and equipment remain the property of the producer, to the fullest extent allowed by law. Only the producer, as the holder of the copyright, may authorize any other use of a recorded program, except that Unity Radio may use member-produced audio and video for publicity purposes.*
7. *Unity Radio users may not falsely represent themselves as employees of Unity Radio or as having the ability to speak on behalf of Unity Radio. Such false representation might include (but not be limited to) statements such as "I am producing for Unity Radio." or "I work at Unity Radio". A member producer may inform interested persons that he or she is "a volunteer community producer, working on my own radio program which I produce at the Unity Radio studio. I am responsible for the entire production", or words to that effect.*
9. *Unity Radio users are subject to all lawful requirements and restrictions imposed by the laws of the Commonwealth of Massachusetts.*
10. *Unity Radio users shall adhere to these Policies and Procedures and the terms of Unity Radio's articles of incorporation, bylaws, charitable status requirements, and existing Federal Communications Commission (FCC) licenses and other applicable contracts.*
11. *Violation of these policies and procedures may result in a warning, suspension and/or termination of any member privileges, or other lawful remedies and/or sanctions. Warnings, suspensions or terminations, or other lawful remedies and/or sanctions will be imposed in accordance with the procedures in Section 6 below.*

1.4 Facilities Rules

1. *No weapons or illegal substances are allowed in the Unity Radio facility.*

2. *No smoking of any type of tobacco or vaping products is allowed in the Unity Radio facility or on the premises in which they are located.*
3. *No alcohol is allowed in the Unity Radio facility.*
4. *No one using or deemed to be under the influence of alcohol or drugs will be allowed to remain in Unity Radio facilities or operate Unity Radio equipment.*
5. *Abuse, threats and/or disruptive behavior will not be tolerated in the Unity Radio facility at any time, nor will it be tolerated outside of the facility by anyone using Unity Radio equipment or attending Unity Radio events. This shall include, but not be limited to, verbal or non-verbal abuse used to belittle or embarrass another person, abusive shouting, threatening, harassing, swearing, constant teasing or obscene gesturing.*
6. *Office equipment, including telephones and office computers, are for staff use only, unless otherwise authorized by a staff member.*
7. *No food is allowed in close proximity to Unity Radio equipment. While members and staff may eat in the reception area, all surfaces must be cleaned immediately by the user.*
8. *Members are responsible for the supervision of guests and children in the Unity Radio facility.*
9. *Pets and animals (other than service dogs) shall not be brought into the facility unless involved in a studio production and authorized in writing by a staff member.*
10. *Members are not allowed to use or be in the facility for purposes other than those for which the facility is intended.*
11. *The Executive Producer, staff member or designee shall be empowered to act immediately and prudently to address the safety of persons present and the security of the facility.*
12. *Each member shall hold Unity Radio, Pride Productions and the Alliance Media Group (and their respective officers, directors, employees and/or agents) harmless from any claims, causes of action, liability, and/or damages, including legal fees and expenses, incurred as a result of a negligent act, or omission, or intentional act of the member.*
13. *Each member agrees to and hereby releases, discharges, indemnifies and holds harmless, on behalf of the member's assigns, personal representatives and heirs, Unity Radio, Pride Productions and the Alliance Media Group and their respective producers, directors, employees, interns, officers, representatives, licensors, landlords, agents, other members, suppliers and/or vendors (collectively, the "Released Entities") from and against any and all liability, claims, damages, demands, causes of action, costs and expenses (including reasonable attorneys' fees) that the member may have now and in the future, no matter how caused, arising out of, or in connection with the member's utilization of the Unity Radio facility and premises (including without limitation any utilization of equipment and/or training), including without limitation, liability for personal injury, damage or loss, associated with any property (tangible and/or intangible) or any breach or alleged breach by the member of any affirmation, undertaking or obligation under these Unity Radio Member Policies and Procedures. Each member further agrees that in the event the member brings a claim or lawsuit in violation of these terms and conditions, the member shall be liable for any attorneys' fees and costs*

incurred by Released Entities in connection with such claim or lawsuit.

14. Each Member agrees to indemnify, defend, and hold the Unity Radio, Pride Productions, Inc. and the Alliance Media Group, their respective landlords, other members, officers, employees, interns, representatives, licensors and agents (the "Indemnified Parties") harmless of and from any liabilities, costs, penalties, or expenses (including without limitation attorneys' fees) arising out of and/or resulting from the member's use of the Unity Radio premises and/or facilities (including without limitation any equipment), including but not limited to, any liability relating to

(a) any bodily injury, sickness, disease or death and/or any injury or destruction to tangible or intangible property or any loss of use resulting therefrom;

(b) any violation of any statute, ordinance, or regulation (including without limitation these Member Policies and Procedures) by the member; and/or

(c) any representation, action or omission by the member which is inconsistent with the these Member Policies and Procedures. In the event any Indemnified Party is required to file any action in court in order to enforce any provisions of these Member Policies and Procedures, the member agrees to pay the Indemnified Party all reasonable attorney fees, court fees, and costs of suit incurred by any Indemnified Party.

1.5. Training and Certification

Unity Radio offers hosts and producers extensive training programs in broadcast radio production. A free Orientation session is required prior to enrolling in any Unity Radio classes. [Class schedules are posted on the Unity Radio website and at the Unity Radio studio.] Printed schedules are available at Unity Radio. Classes are conducted on an on-going basis and [schedules are subject to change].

Hosts and producers may enroll in any class for which they have satisfied the prerequisites; classes for groups can be arranged on an ad hoc basis. A minimum number of participants may be specified for each class to be held as scheduled.

Unity Radio encourages Members to request classes not currently offered or to make proposals to teach classes in their areas of expertise.

Various certifications to gain access. A member must become certified in the use of specific equipment or facilities to be entitled to use them. Certification must be achieved separately for studio and field, for example. Distinctions may be made in levels of certification and ensuing benefits. In addition to technical certifications, a member must achieve certification as a Producer in order to propose use of specified equipment for the production of his or her own programming. 2. Certification requirements. Members may become certified either through successful completion of the requirements of Unity Radio workshops or by demonstration of the necessary proficiencies acquired through prior training and experience. Some classes, such as orientation to Unity Radio and its policies, may be required for all as prerequisites to training or demonstration of proficiency. Staff will use its reasonable discretion in the awarding of certifications in order to maintain Unity Radio resources for all users.

A. Registration for Classes

Class slots are reserved on a first-come, first-served basis. If a class is full, members may ask to be put on a waiting list.

B. Attendance

Members are expected to notify Unity Radio by no later than [two hours] prior to the scheduled start time of a class by telephone or email to [email address] if they are not able to attend the class. Those who fail to provide such notification will be considered in violation of these policies. Once a member is 10 minutes late, a person on the waiting list may be allowed to take the open slot.

C. Cancellation of Classes by Unity Radio

If the minimum enrollment is not met, Unity Radio may cancel a class. Further, Unity Radio reserves the right to cancel classes at any time due to instructor illness, absent students, or at the reasonable request of the instructor.

Scheduling, notifications and cancellations. Every scheduled use of Unity Radio production resources must be viewed as an asset that others would use if it were available. It is essential that scheduled bookings be utilized to their fullest potential and not squandered. Respect and courtesy for other scheduled users – or would-be users – must be consistent. No-shows, late arrivals and late cancellations are tracked by staff and highly relevant in consideration of future project proposals. The consequences of violations are described in Section IV.

All scheduling of equipment and facilities must be done as far in advance as possible and in accordance with guidelines posted for each production resource. Last-minute scheduling may be possible at the discretion of staff, providing there is no conflict with other duties. Producers are responsible for having ready access to Unity Radio contact information and calling to notify the relevant staff if running late or needing to cancel due to unavoidable circumstances. Written explanations may be required. Bookings will not be held beyond the scheduled start time without such contact. Future reservations may be jeopardized by failure to adhere to this requirement. Whenever possible, cancellations should be done with enough notice for someone else to use take advantage of the availability.

D. Certification

Hosts and producers can be certified to use facilities and take advanced classes by successfully completing the appropriate classes. Unity Radio hosts and producers must attend all sessions of a certification course, and meet the standards set by Unity Radio staff and instructor. Experienced producers may be certified and by-pass classes in studio, field production, and editing by demonstrating proficiency with equipment and/or software.

Annual (One Year) re-certification of certified members will automatically take place with renewal of membership, so long as the hosts or producers have been involved in a Unity

Radio-based production in the previous year of membership. Unity Radio staff reserves the right to request members to be re-certified in any area if deemed necessary.

Shared programming rights. Members may use Unity Radio equipment and facilities only to make programs for broadcast on Unity Radio. Members using Unity Radio production resources agree to provide to Unity Radio shared rights to resulting programming. Unity Radio's shared rights shall include the perpetual right to publish and perform such program in any medium and the right of first use. (Programming must broadcast on Unity Radio first.) Members hold the program copyright and may distribute and use such programming in other ways after it is broadcast on Unity Radio, but Unity Radio's shared rights continue. All programming resulting from use of Unity Radio production resources must include an end credit acknowledging the support of Unity Radio.

FUND-RAISING

1. PROHIBITION OF COMMERCIAL ACTIVITIES. Unity Radio production resources or other assets may not be used by members for commercial activities or private financial gain. In order to maintain Unity Radio's tax exempt status, violations of these and related policies and guidelines may lead to loss of member privileges as detailed in Section IV.

2. DONOR SUPPORT ENCOURAGED. It is understood that production of programming can be costly and that many members, both individuals and organizations, have financial constraints that limit production capacity. Therefore, producers are encouraged to seek underwriting and/or grants from foundations, government agencies and/or private businesses to help fund their programs. It is essential that any such arrangements be conducted openly and correctly.

3. DISCLOSURE OF UNITY RADIO SUPPORT. Members must accurately identify themselves as independent producers to potential funding sources. Unity Radio must be accurately described as a non-commercial, nonprofit organization that provides free services, production resources and broadcast time to members. Under no circumstances may an independent producer charge for anything he or she is receiving at no cost from Unity Radio – whether use of production resources, broadcast time or any other service provided to members.

4. FINANCIAL DISCLOSURE. In each instance that program funding is planned or received for any program using Unity Radio production resources, the producer must fully disclose arrangements before use of Unity Radio facilities will be authorized. In the event funding is re-arranged or subsequently arranged (during production or after completion and broadcast of programming) the member must disclose the new information without delay.

5. UNITY RADIO'S RIGHT TO SHARE IN COMPENSATION. In the event a member using Unity Radio production resources is compensated by a third party for any production or for any resulting programming, Unity Radio shall have the right to be reimbursed at a reasonable market rate for use of production resources. These provisions will be waived if the amount of funding covers no more than actual documented expenses such as for S Cards, sets, transportation, and crew meals. If the funding provides for payments to individuals such as the producer, crew, or talent, an equitable arrangement for sharing of proceeds to support Unity Radio costs will need to be approved by Unity Radio Executive producer.

6. UNITY RADIO SUPPORT FOR FUNDING PROPOSALS. Members are encouraged to share their ideas with staff in order to avoid duplication of efforts, to encourage collaboration with other producers, and to gain the benefit of staff expertise. When funding proposals are closely in line with Unity Radio priorities, Unity Radio Executive producer may write letters in support. In other instances, Unity Radio may collaborate on joint proposals or serve as the fiscal agent and administer the funds for proposals that incorporate reimbursement for Unity Radio's administrative and other costs. All funding proposals or other forms of support that indicate any participatory role or support from Unity Radio must receive written approval from Unity Radio Executive producer in advance. Unity Radio reserves the right to be selective about what funding proposals it will support.

7. ACKNOWLEDGMENT OF DONORS. All funding support must be acknowledged in resulting programming as described in Section II.D.3.

Section 2: Program Content and Scheduling

Unity Radio's response to controversial content in programming is to encourage more speech, as opposed to enforcing silence. Furthermore, Unity Radio is [restricted from censorship or content control,] except with respect to recognized categories of Prohibited Content addressed in Section 2.1. Unity Radio encourages anyone who disagrees with a program to produce counter-programming presenting an opposing point of view, or otherwise respond to the program in question, subject to the applicable Unity Radio membership requirements.

2.1 Prohibited Content [See FCC policy on Obscene, Indecent and Profane Broadcasts]

Subject to and in accordance with applicable law, presentation of the following material on Unity Radio 97.9 WUTY is prohibited:

1. Any commercial advertising or programming including:
 - promotion of the sale of any commercial service or product
 - price information in connection with commercial content
 - commercial calls to action or inducements to buy
 - paid political announcements

2. Unlawful use of any material that is copyrighted or trademarked.
3. Any material which is intended to defraud the listener or is designed to obtain money by false or fraudulent pretenses, representations or promises.
4. Programming that does not have the necessary licenses, consents, releases or other required authorizations for its use as presented to Unity Radio. The foregoing applies to but is not limited, to programming that, according to a reasonable determination by Unity Radio, does not have required licenses, consents, releases or authorizations from copyright holders and owners of other intellectual property rights; parents or guardians of children; persons from whom image, performance, location or other consents, releases or authorizations are required; consents as needed to prevent unlawful invasion of the privacy of members and other persons; or consents as needed to otherwise prevent the unlawful or wrongful misappropriation of the image, likeness or other legally protected interest of any person.
5. Programming that is prohibited by law and/or FCC regulations and creates in the final judgment of Unity Radio a reasonable basis for concern about risk of liability against Unity Radio, its members, [Leadership Team] or employees. Such content may include, but is not limited to:
 - libel
 - slander
 - obscenity
 - unlawful invasion of privacy
6. Solicitation of funds, with the exception of Unity Radio fundraising, or [nonprofit member organizations may produce one fundraising program,] approved in advance by the Executive Producer, per calendar year.

2.2. Indecent, Profane or Patently Offensive Content Are Prohibited [See FCC policy on Obscene, Indecent and Profane Broadcasts]

When content is not prohibited by law but is found by Unity Radio to be indecent, profane or otherwise patently offensive to community standards, and not appropriate for broadcasting during times of day when children are most likely to be listening, Unity Radio will respond by prohibiting such programming. Unity Radio reserves the right to implement lawful access center Safe Harbor scheduling and related practices including, but not limited to, requirements for advisory warning disclosures in order to reduce the risk of exposure of children to indecent, profane, or patently offensive and vulgar programming.

Patently Offensive Content may include, but is not limited to:

- Description of patently offensive, intense or graphic physical violence against people or animals
- Description of mutilation or degradation of people or animals

- Abusive behavior against groups and/or individuals
- Patently offensive depiction of medical or surgical procedures
- Description of patently offensive sexual situations or explicit sexual activity
- Description of or video recording of most forms of nudity
- Abusive language against groups and/or individuals
- Profane or vulgar language or colloquial expressions that refer, in context, to explicit sexual activity, sexual contact, sexual organs, excretory functions or matter, or private bodily functions in an indecent, profane, or patently offensive manner.

In addition to the above-enumerated examples, the Executive Producer may classify program content as indecent, profane, or patently offensive and inappropriate for children using criteria not listed above but which are, reasonably and lawfully within the scope of those examples.

Mature content. If a program is likely to be offensive to some audiences, or is of a mature or adult nature, then the member must inform Unity Radio Executive Producer when requesting broadcast time. Programs including mature content will be scheduled in a late-night time slot (11p.m. – 6a.m.). Mature content may not be presented for broadcast, whether live or pre-recorded, at any other time. The intent of this policy is not to discourage free expression but to achieve a balance between the First Amendment right to free speech and the desire of cable viewers to be protected – and to protect their children - from unwanted viewing of mature content through the application of reasonable time, place and manner constraints. Programs with mature content may be required to include appropriate viewer advisory messages. 5a. Defining “mature content”. These guidelines are provided to help members and staff determine what is appropriately considered mature content. These items are not presented as absolute definitions, but rather as guidelines to assist in making best judgments in scheduling decisions. A program which contains potentially offensive levels of any of the following will be considered unsuitable for children and scheduled in a late night time slot: profanity; nudity; “hate speech” (words or images likely to be considered abusive or discriminatory against any racial, ethnic or religious groups, or on the basis of gender, sexual orientation, or disability); sexual material; violence; any other potentially disturbing content relating to human or animal mutilation, excretory functions, medical procedures, etc 5b. Scheduling programs with mature content. When requesting channel time, members must notify staff if programs may contain mature content. Staff will review programs submitted with mature content and schedule in an appropriate late-night time slot. If no agreement is reached, staff will review the matter with Unity Radio Executive producer who will make the final decision about scheduling.

2.3 Live Call-In Programming

If a live program is intended for a general audience, the producer must take all reasonable measures to prevent Prohibited Content at any time or indecent, profane, or Patently Offensive Content. As a precaution against the presentation of Prohibited Content, especially regarding issues of libel, slander, obscenity, or threats to public and personal safety, anonymous or

unidentified callers are not permitted. All calls must be answered "off-air" so that the producer may obtain the caller's name and telephone number.

Producers or persons conducting live call-in programs must maintain a log of names and telephone numbers of call-in participants. Callers' names and numbers may be retained as confidential to the producer, unless required by court order or by Unity Radio as reasonably necessary for its corporate purposes. The responsibility for asserting a right to non-disclosure is upon the producer, and Unity Radio need not initiate or participate in any such effort.

If the recording of a live program contains indecent, profane, or other Patently Offensive Content, scheduling of replays within Safe Harbor hours may be avoided by editing out such content. If, however, indecent, profane, or Patently Offensive Content cannot be deleted, the producer must add a disclaimer and listener advisory to the program pursuant to Section 2.7, and any subsequent presentations will occur only in Safe Harbor hours. Unity Radio will provide producers with notice and a reasonable opportunity to be heard by the Unity Radio Board before requiring editing of program content. The decision of the Unity Radio [Leadership Team] on the appropriateness of required editing shall be final.

Use of Unity Radio Public Service Announcements (PSA)

2.4. [Unity Radio's Public Service Announcements

[Unity Radio's Public Service Announcements (Our Events, Central MA Events, Calendar) includes messages of a non-personal, non-commercial nature, of interest to Worcester County listeners. No commercial announcements, advertising, or direct appeals for funds for commercial purposes will be accepted. However, non-profit fund-raising events or projects may be posted. Unity Radio staff reserves the right to schedule PSA's at Unity Radio's discretion. Unity Radio is not responsible for mistakes by the submitting party. Unity Radio reserves the right, as producer of the PSA, to reject or edit any message. Each message must include the name of the person sponsoring or posting the message. A phone number, website or email address is permitted. All other programming restrictions apply to the Public Service Announcements. Notices may be submitted on the Unity Radio website PSA pages, or by email to info@wuty979fm.org. Notices are generally shown for two weeks prior to the posted event. There is no guarantee that every notice submitted will be posted.

2.5. Underwriting and Grants [\[See FCC Policy\]](#)

Underwriting and/or grants for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Members may not be paid for their efforts. Credits for underwriting shall substantially comply with the [underwriting style standards adopted by the FCC for the Noncommercial Nature of Educational Broadcasting], and may include sponsorship language such as: "*This program was made possible through a grant by ..*" or "*Goods and services used in this program were contributed by..*" Unity Radio must be informed, in advance, of any such underwriting credits and reserves the right to exercise final approval of the proper format for underwriting credit.

Producers of shows that are underwritten by or receive a grant from a business or organization may list the underwriter's name and may include a telephone number, street address, email address and/or website address.

2.6. Disclaimers, Warnings, Titles, and Credits

Community Broadcast Disclaimer: All programming presented by producers other than Unity Radio for broadcast by Unity Radio must begin and end with the following disclaimer:

“This program is a Community Broadcast Production. It is not produced, sponsored, or endorsed by this radio station. The program producer is solely responsible for the content of this program.”

Listener/Viewer Advisory for Patently Offensive Content: In addition, if a program contains indecent, profane, or other Patently Offensive Content, the following warning must be included for a minimum of 15 seconds before the program begins.

“This program may contain generally offensive material which may be disturbing to some listeners. Listener and parental discretion is advised. The program content is the sole responsibility of the local resident producer. Program content does not reflect the views or policies of this station’s staff or Advisory Board.”

Programs not meeting these guidelines: Unity Radio has the right not to broadcast or to stop a program that fails to follow the required format and/or fails to include the required production information, disclaimers and/or warnings. Unity Radio reserves the right to insert a disclaimer or warning before, during or after any program

Section 3: Studio Production

3.1. In-Studio Production Facilities and Equipment Rules

Hosts/producers must have attended a Unity Radio Orientation class, must complete a Production Contract, and must be certified for operation of all equipment used in the studio. When hosts/producers encounter any defects or problems with Unity Radio equipment and facilities, they should report it to Unity Radio staff and [fill out a Facilities/Equipment Incident Report].

Individuals using Unity Radio equipment, studio, or post-production facilities shall not change wiring or components or repair Unity Radio equipment, without staff permission or supervision by Unity Radio Executive Director. Hosts/producers found to be misusing or abusing equipment may be asked to repeat training, testing and/or be subject to loss of privileges.

Personal equipment or property used at Unity Radio or with Unity Radio equipment must not create a hazard or cause damage to any person or property.

Hosts/producers are entitled to [a maximum of two hours per session with a maximum of six combined hours per week] in the studio, post-production or editing facilities. Reservations outside these parameters will be made at staff discretion. Scheduling concerns should be brought to staff attention immediately and resolved at that time.

Unity Radio hosts/producers with outstanding unfinished Production Contracts, for which equipment and/or facilities have been used, are not guaranteed the approval of additional Production Contracts.

3.2. Use of Recording Studio and Post-Production Equipment

A. Reservations

Studio reservations can be made in person, by phone or by email. Reservations are not final unless confirmed in person, in writing or by email by Unity Radio staff.

B. Crew

The producer and all crew members must be certified for studio production. No studio production may take place without Unity Radio staff supervision. At least one certified crew member is needed to produce a program in the Studio or, the scheduled production may not be allowed.

C. Studio Time

Scheduled studio time includes time needed to set up, break down and clean up the studio. For scheduled studio productions, the producers should allow at least one half-hour before and after the time needed to record the actual production for set-up and cleanup of the studio. This time is included in the scheduled studio time. Hosts are required to arrive at least an hour prior to the on air production including notifying the guests and Unity Radio production producer. Not notifying the Unity Radio production producer within a reasonable time may result in program cancellation.

D. Props and Sets

Any materials for productions beyond those supplied by Unity Radio must be supplied by the member and must be removed after the production. Sets, props and production materials may not be left in the studio without authorization from Unity Radio staff.

E. Program Scheduling

Access to on air broadcast time on Unity Radio is free to all Members. Unity Radio members/ staff will schedule programs on a first-come, first served basis and according to the following priorities and criteria. These are designed to give Unity Radio producers priority in the allocation of on air broadcast time, to encourage listenership of the programs and to maximize opportunities for program promotion.

1. Original programming produced in Worcester will be given priority over non-local programming.
2. Programs produced at Unity Radio will be given priority over programs produced elsewhere.
3. Programming composed of greater amounts of original, locally-produced material will be given priority over programming with lesser amounts.
4. New programming will be given priority over repeat programming.
5. Imported programs (produced outside of Worcester and requested by a Unity Radio member) produced at other Massachusetts radio stations will be prioritized over other imports.
6. Scheduling single programs. Times will be reserved in the schedule sufficient to accommodate requests for pre-recorded single programs. Other regular time-slots will be reserved for live programs produced from the Unity Radio studio. Other requests for live programs must be made at least one month in advance and require approval of any member whose scheduled time is pre-empted and/or Unity Radio Executive producer.

7. Scheduling regular time-slots for series. For members delivering pre-recorded series programs of a consistent length on a regular basis, regular weekly time-slots will be scheduled. Staff is directed to make a commitment of a regular time-slot only to requesters who will likely be able to successfully deliver programming as scheduled. At least two series programs must accompany new series requests. To ensure opportunities for new series to get a time-slot, the channel schedule for series will be constructed on a regular, periodic basis, such as quarterly, as described in guidelines. Requesters of series time-slots will provide multiple options for scheduling, in order of preference. Staff will allot time-slots according to scheduling priorities and will accommodate scheduling preferences as closely as possible.
8. Renewing series time-slots. Series time-slots are not renewed automatically. They must be requested periodically. Staff will make every effort to accommodate requests for renewing series that have successfully delivered programming as scheduled, but there is no guarantee of continuing in the same time-slot. Members who have not been successful in delivering programming as scheduled may be advised to submit programs singly as they are completed.
9. Repeats. Channel time is prioritized for new, recent and timely programming. A limited number of repeat showings will be scheduled when possible, depending on program length, availability of channel time, production date and timeliness. Repeats of live shows may be submitted by the same process as described for other pre-recorded programs.

Unity Radio Executive Producer may place notices of any kind between programs, including notices disclaiming editorial responsibility or control of program content.

1. **Commercial content.** In order to maintain Unity Radio's status as a charitable, tax-exempt non-profit organization, we must ensure that Unity Radio's resources are not used impermissibly for private financial gain or commercial purposes. Therefore, no program cablecast on WUTY 97.9 FM or social media can contain commercial advertisements or be designed to promote any commercial product, service or business. Non-promotional information may be discussed, but no direct call to action may be included at any point. Phone numbers, addresses and websites may be provided "for more information" within reasonable limits: at the end of a program, for no longer than one minute; or infrequently, for no longer than fifteen seconds, during the program.
2. **Non-profit fundraising content.** Unity Radio member organizations, or other verifiable non-profits or public agencies, may request in writing to use Unity Radio for charitable fund-raising purposes. Unity Radio Executive producer must approve any use of Unity Radio for fund-raising programs before they are scheduled.
3. **Donor acknowledgements.** While commercial advertising is not permitted on Unity Radio, it is required that programs acknowledge all financial or in-kind support or other donations received from businesses, foundations, individuals or other sources. Donor acknowledgement announcements may include the donor's name, logo or other graphic images, and up to a 15 word description. Each announcement may be displayed no longer than 15 seconds. The description may include product line or services, location and phone number or other contact information; it may identify but not promote the donor - it must be

value neutral, and not include comparisons or quality judgments ("best pizza in town", "lowest prices", "delicious food", etc). Announcements may not include any pricing information or call to action ("come on down", "sale this week", "check out our website to buy", etc). For programs of one hour or less, announcements shall appear only at the beginning and end of programs. The duration of all donor acknowledgment announcements combined may not exceed one minute total at the beginning of the program and one minute at the end. Programs running longer than one hour may include one additional minute of donor acknowledgments at the approximate midway point of the program.

Political Content. Political advocacy is encouraged on the Unity Radio, except during the three day period preceding an election. During this time only "debate programs" will be scheduled. "Debate programs" are programs to which all candidates or referendum advocates have been invited and the format is organized fairly, meaning that all candidate or referendum viewpoints have an equal opportunity to speak and comparable amounts of time.

F. Copies of Programs

Producers are allowed to make one recorded copy of their program for personal use, and a limited number of additional copies for guests, on blank USB drives provided by the producer. Additional duplications can be made for a fee. Unity Radio also has the ability to transfer audio for a fee.

If a listener requests copies of a broadcast program, Unity Radio staff will contact the producer for permission, and if permission is granted, will provide copies for a fee.

3.3. Responsibility, Liability and Insurance

A. Releases and Permissions

Determining and/or obtaining proper written permissions is the responsibility of the host/producer. Below are five types of common releases:

- General Release, which should be used for guests.
- Talent Release, which should be used with professional actors and models.
- Minor Release, which must be signed by a parent or legal guardian of a minor.
- Materials Release, which is used for obtaining permission to use photographs, video, film or other media which may be copyrighted or owned by others.
- Location Release, when you wish to photograph, videotape or record property which you do not own.

B. Facilities and Equipment

Hosts/producers are responsible for the Unity Radio 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.

Unity Radio has an insurance policy for the equipment while it is used by members. Premiums are paid by Unity Radio and the policy is in Unity Radio's name. In the event equipment is damaged, destroyed, lost or stolen, the producer must cooperate fully with the Unity Radio insurance carrier. The producer is responsible for the deductible. In case of theft, in order for the insurance company to honor the claim, the producer is responsible for the following:

- A police report must be filed immediately
- Equipment cannot have been left unattended
- Equipment cannot have been left in a car overnight
- There must be proof of forcible entry

In the event Unity Radio's claim is not honored by its carrier, and the host/producer is found to have failed to take reasonable precautions to protect the loaned equipment, it is the responsibility of the host/producer to reimburse Unity Radio for the full replacement value to be determined by Unity Radio.

Notwithstanding the foregoing or anything to the contrary, each host/producer agrees to the following:

(i) REPAIRS. Each host/producer agrees to immediately discontinue the use of any of the equipment should the equipment at any time, while in the host/producer's possession, become unsafe or in a state of disrepair, and will immediately notify Unity Radio of said facts. No host/producer is authorized to incur for Unity Radio's account, any expense, or to expend any money, in repairing any equipment.

(ii) LIABILITY. Notwithstanding anything to the contrary, if the equipment should be damaged, stolen or otherwise destroyed, lost or disappear, due to the acts and/or omissions of the host/producer, the host/producer agrees to assume all responsibility for such loss, and to reimburse Unity Radio for the full replacement value of such equipment or comparable equipment or the full cost of repair for such equipment. The member shall pay for such costs directly to Unity Radio.

Section 4: Broadcasting and Scheduling

4.1. Broadcast Agreement

A Broadcast Agreement form must accompany media submitted for broadcast. This Broadcast Agreement functions as a contract between the program provider and Unity Radio. Broadcast Agreement forms for series must be resubmitted once per calendar year, as long as the series is active. Formatting and labeling requirements are detailed on the Broadcast Agreement form.

4.2. Broadcast Technical Standards

All programs must be submitted on MP3's, playable on consumer MP3 players or a hard drive or flash drive in the following format:

Unity Radio has the right not to broadcast or to stop a program if the audio does not meet Unity Radio's technical or production standards, as determined by Unity Radio staff.

General Scheduling Policies

Unity Radio will program shows with the goals of presenting a coherent schedule to listeners, building the audience, diversifying programming, distributing air time equitably, as determined by Unity Radio, and minimizing technical issues. Unity Radio retains the right to schedule each

program in a time slot that is appropriate for its content and likely audience in accordance with these Policies and Procedures.

4.3. Scheduling Priorities

When scheduling programs, Unity Radio gives scheduling priority to programs produced by Unity Radio hosts/producers and underwriters under contract.

Unity Radio has the right to pre-empt regularly scheduled programs at the discretion of station management.

Unity Radio staff will attempt to accommodate all requests. Unity Radio reserves the right to change the program schedule. All programming schedule decisions by Unity Radio staff are final.

Section 5: Role of Unity Radio Staff

5.1. Role of Unity Radio Staff in Production

Successful radio programming depends on participation by many active, trained staff, hosts/producers, and interns using audio to independently reflect their ideas. The role of Unity Radio staff is to train Unity Radio hosts/producers in all aspects of radio production, certify their skills with equipment and software, assist beginning hosts/producers, answer production questions, assist hosts/producers to assemble volunteer production crews, and supervise use of Unity Radio facilities and equipment.

Unity Radio does not provide production services for individuals or organizations, except as otherwise agreed in supported arrangements. Staff will assist individual members in assembling production crews from among trained and qualified volunteers. Member organizations planning to do programs on a regular basis are encouraged to form a radio production team, which Unity Radio will then train according to Unity Radio rules and policies.

Unity Radio produces a limited number of programs directly, which are consistent with Unity Radio's mission and values, the benefit of Worcester County, and Unity Radio's available resources, as determined by the Executive Producer. When Unity Radio produces programming, Unity Radio is responsible for the content and holds the copyright.

For the purposes of production or other Unity Radio-related business, members may communicate with other members via Unity Radio's electronic mailings. Materials to be distributed require staff approval and will be included at the discretion of Unity Radio staff.

5.2 Hosts/producers and Interns

Unity Radio relies on the services of volunteers. Unity Radio members are encouraged to volunteer during and after their training and certification. Unity Radio will make every effort to inform members of volunteer production opportunities.

Unity Radio also offers internship opportunities. Interns must become Unity Radio members and sign the Unity Radio User Agreement. Students who are receiving high school or college credit are encouraged to intern.

5.3. Grievances

Grievances against Unity Radio regarding the assignment of air time, equipment, studio and facility use, or any other matter regarding Unity Radio, should be discussed first with the Executive Producer. If the Executive Producer does not address the grievance to the reasonable satisfaction of the grievant, or if the circumstances directly involve the Executive Producer, the grievance may be directed in writing to the Unity Radio Advisory Board, 210-282 Park Avenue , Worcester, MA 01609, or, if applicable, may otherwise be filed as a complaint pursuant to Section 6 below. All decisions of the [LeadershipTeam] regarding grievance matters are final. The provisions of this section do not apply to issues arising as the result of decisions involving program content for which a dispute resolution process is provided elsewhere herein.

Section 6: Violations

6.1. Violation Levels

In order for these policies to be effective and to keep Unity Radio operations running smoothly and fairly, the following procedures have been instituted to address complaints and allegations of violations of policy. There are two levels of violations, Major and Minor, with corresponding restrictions on a member's privileges. Violations will be designated as either Major or Minor, as reasonably determined by the Executive Producer or designee, or the [LeadershipTeam], subject to the procedures set forth below. Violations associated with program content are considered the responsibility of both the producer and all other persons associated with the production of the program.

A. Major Violations

Major violations may include, but are not limited to:

1. Taking equipment without staff permission
2. Taking or using equipment for purposes unrelated to the production of programming for broadcast by Unity Radio
3. Abuse of equipment, including attempted disassembly or repair of equipment
4. Covering or concealing Unity Radio labels or other Unity Radio identifying information
5. Failure to return borrowed equipment
6. Changing the wiring or connections, or attaching accessories, without staff authorization
7. Attempting to install unauthorized software or otherwise alter a computer
8. Possession of weapons or illegal substances inside the Unity Radio facility
9. Failure to completely and truthfully execute the Unity Radio User Agreement contract form
10. Abuse or harassment of staff or other members
11. Disruptive behavior in Unity Radio facilities or at Unity Radio events
12. Commercial or profit-making use of Unity Radio facilities or equipment
13. Misrepresentation of a member's affiliation with Unity Radio
14. Consistent inability to reasonably share facilities with other Unity Radio members
15. Falsifying forms or documents, or other fraudulent activity
16. Other illegal activities

17. A substantial pattern of multiple violations
18. Failure to disclose indecent, profane, or patently offensive program content found inappropriate for audiences with children.
19. Sponsoring a program that violates Unity Radio's content guidelines
20. Failure to obtain necessary permission or release forms
21. Any other act or omission or violation of law which in the reasonable determination of Unity Radio [LeadershipTeam] or Executive Producer involves a risk to the health, safety, or legal rights, of any Unity Radio member, staff, volunteer or guest, or poses a risk of legal culpability of liability for Unity Radio.
22. A violation of Section 1.3 (“Member Rules”) or Section 1.4 (“Facilities Rules”) may for reasonable cause be processed as a Major Violation.

B. Minor Violations

Minor violations may include, but are not limited to:

1. Failure to cancel a studio reservation or scheduled training session without required prior notification
2. Entering areas posted as off-limits
3. Careless or unsafe handling of equipment
4. Eating or drinking except in designated areas of the Unity Radio facility
5. Smoking in the Unity Radio facility
6. Failure to clean up after using the facilities
7. Excessive noise, rowdiness or horseplay in the facility
8. Excessive or unreasonable presence in the facility for purposes other than those for which the facility is intended
9. Violation of Unity Radio’s content guidelines or misrepresentation of the content of a program
10. Any other act or omission not included as a Major Violation in Section 6.1.A, including, but not limited to, violations of

6.2. Sanctions and Remedies

A. Major Violations

Major violations may result in a range of sanctions and remedies including, without limitation, suspension of studio privileges, enforcement of Unity Radio’s contractual agreements with hosts/producers, or other sanctions or remedies deemed warranted by the circumstances.

B. Minor Violations

Minor violations within a one-year period from the date of the first violation may result in one or more of the following sanctions:

- First Violation: a written warning
- Second Violation: a written warning or up to a seven-day suspension of all or some

membership privileges

- Third Violation: up to a 30-day suspension of all or some studio privileges
- Fourth Violation: up to a 60-day suspension of all studio privileges
- Fifth Violation: up to a 1-year suspension of all studio privileges

Unity Radio reserves the right to provide alternative remedies and sanctions for minor violations, including but not limited to enforcement of Unity Radio's contractual agreements with hosts/producers.

C. Temporary Suspension of Equipment Use and Training Privileges

The Executive Producer or the Advisory Board may temporarily suspend a host's/producer's right to use Unity Radio equipment and/or to participate in courses and/or training if the Executive Producer or Advisory Board determines that the individual's use of Unity Radio equipment or participation in courses and/or training presently poses a risk of harm or liability to persons, property or Unity Radio.

The host/producer is subject to the following, including but not limited to:

- A temporary suspension of equipment and courses/training during which period, the producer's privilege to broadcast shall not be suspended.
- The decision of the Executive Producer and/or Advisory Board to impose a temporary suspension of equipment and/or courses/training privileges shall be taken following a process that includes reasonable notice to the affected member and an opportunity to be heard if requested.
- Such notice and opportunity to be heard shall have been provided as soon as practicable after the decision in the event notice and opportunity cannot be given in advance of the decision as set forth below.
- A temporary suspension may be imposed with such notice and hearing to follow promptly thereafter only in the event that time and exigent circumstances, as determined by the Executive Producer, do not permit a prior opportunity for the person to be heard.
- The affected person may be required to repeat training(s).
- Final actions by Unity Radio to extend or make final a temporary suspension of privileges involving use of equipment and participation in courses and/or training shall be taken only after providing reasonable notice to and opportunity to be heard for the affected person(s).

The foregoing process shall be substantially in accordance with the procedural framework in Section 6.3 below. In the event of imminent health or safety risks, or exigent circumstances requiring in the judgment of the Executive Producer that action be taken on a complaint or violation prior to notice and opportunity to be heard, then notice and opportunity to be heard shall be provided promptly and substantially in accordance with the procedure in Section 6.3 below.

If the person who initiated a complaint of violation under this Section 6.2 is deemed by the Advisory Board or the Executive Producer, whichever is conducting a proceeding under this section, to have a sufficient interest in the outcome, such person may be given notice and the privilege of participating in the proceedings to the extent deemed appropriate by the person conducting the proceedings.

D. Suspension or Revocation of Membership

An individual's membership may for cause be suspended for a specific amount of time or revoked. Such cause shall include, but not be limited to:

- • consistent inability to share facilities with others
 - being a disruptive influence
 - abuse
 - gross misrepresentation
 - harassment of others
 - illegal activities
 - commercial or profit-making use of facilities
 - other major or repeated minor violations warranting suspension.

Suspension or revocation of membership, including broadcasting privileges, shall be imposed only after reasonable notice to and opportunity for the host/producer to be heard in accordance with Section 6.3 below. In the event of imminent health or safety risks or exigent circumstances requiring, in the judgment of the Executive Producer, that action be taken on a complaint prior to notice and opportunity to be heard, then notice and opportunity to be heard shall be provided as soon as practicably possible and substantially in accordance with the procedure in Section 6.3 below.

E. Fiduciary Duty and Contractual Obligations

Unity Radio Inc. reserves the right to further implement and enforce these Policies and Procedures to promote the best interests of Unity Radio, its members and the general public, subject to and in accordance with these Policies and Procedures and as found lawful, prudent and beneficial by the Advisory Board. If found to be in the best interests of Unity Radio, Unity Radio may designate staff to assist with the prosecution of a complaint, act as a complainant, co-complainant, or otherwise act as a participant in or another representative of the cause stated in the complaint.

Actions constituting a breach of contract between a member and Unity Radio may also be pursued by Unity Radio in a civil action, including but not limited to private contract enforcement between a private non-profit corporation and a member, producer or sponsor.

Notwithstanding Unity Radio's jurisdiction over complaints and violations pursuant to these Policies and Procedures, Unity Radio reserves the right to decline to be responsible for

deciding or resolving a legal dispute between private members or otherwise entering into a legal dispute between private members.

6.3. Procedure for Complaints of Violations

A. Filing a Complaint

Complaints may originate from members, staff or the public. Members are encouraged to resolve difficulties at the staff level. However, any person may file a formal complaint via written letter to the Executive Producer, or by use of Unity Radio's Complaint Form. The complaint should contain sufficient information to enable Unity Radio to evaluate the complaint and respond appropriately. The complaint should indicate whether Unity Radio is authorized to disclose the complainant's name to the person(s) named in the complaint ("Respondent(s)").

B. Response to Complaints

1. Acknowledgment of Complaint

Within ten (10) business days of receipt of a written complaint, the Executive Producer will send the complainant an acknowledgment of receipt of the complaint and request any additional information needed to process the complaint. The Advisory Board will receive copies of the complaint.

2. Reasonable Notice to the Respondent and Opportunity to be Heard

Within ten (10) business days of receipt of a written complaint, the Executive Producer will send a Notice of Complaint to the Respondent. The notice to the Respondent shall be in writing, sent by United States Postal Service to the Respondent and copied to the Advisory Board, and shall provide a copy of the complaint; and notice to the Respondent of an opportunity to be heard in writing and/or in person.

3. Notice of No Action

The Executive Producer with the approval of the Advisory Board, may decide that a Complaint does not warrant action. Unity Radio may use preliminary procedures that it deems sufficient to determine how and whether to proceed with the Complaint.

If no action will be taken on a complaint a Notice of No Action will be prepared by the Executive Producer which will state the reason for not taking action. The Complainant and the Respondent will be sent a copy of the Notice of No Action and no further action will be taken on the Complaint. A copy of documents pertaining to the Complaint will be retained by Unity Radio. A Complainant may, within fourteen (14) days of receipt of the notice, request that the Advisory Board reconsider the decision. A Complainant may file a new Complaint alleging different or additional violation(s) which shall be treated as a new Complaint.

4. Proceedings

If further action on a Complaint is to be taken, Unity Radio shall notify the Respondent of the procedures to be followed. If further action is to be taken, the proceedings shall be consistent with the purpose of assuring the parties an opportunity to present evidence and arguments necessary for a fair and adequate resolution of the Complaint. The hearing will be before either the Unity Radio Advisory Board or the Executive Producer, whichever has the responsibility as provided in Section 6.3.B.6.

Unity Radio shall use reasonable efforts to issue a decision in writing within a reasonable period after conclusion of the hearing. It shall include a statement of the reasons for the decision, and, if the complaint is sustained, prescribe a remedy and/or sanction, or other appropriate relief that is consistent with these Policies and Procedures. Unity Radio shall notify the Complainant and the Respondent of the decision.

5. Additional Procedures

The Advisory Board and Executive Producer may, for good cause vary, modify and/or waive particular procedures enumerated herein, or prescribe additional procedures, as may be reasonable and to accomplish the purpose of securing a fair and adequate resolution of the subject of the Complaint.

6. Allocation of Responsibilities

The Executive Producer, the Advisory Board and the Governance Committee shall have the following responsibilities with respect to acting on violations and processing complaints:

Executive Producer

The Executive Producer has initial responsibility over complaints about Major and Minor Violations involving operational, administrative and technical matters. The Executive Producer shall not have responsibility over matters involving determinations of compliance with applicable laws; and shall not have responsibility over matters involving suspension or termination of membership. The Executive Producer has initial responsibility over complaints about Minor Violations and Major Violations described above. The Advisory Board at any time may transfer to itself for further proceedings any matter within the initial responsibility of the

Executive Producer.

The Executive Producer may issue temporary orders reasonably required to protect the property of Unity Radio or its premises or prevent imminent injury to the health and safety of persons with respect to any matters over which the Executive Producer exercises initial responsibility. Notice that such an order may be issued and opportunity to be heard shall be provided to affected parties and the Advisory Board in a reasonably prompt manner. Temporary orders issued without notice and hearing shall be effective only so long as exigent circumstances require.

Advisory Board

The Advisory Board has responsibility over complaints that involve content issues and violations for which suspension or termination penalties may be imposed, including but not limited to allegations of illegal conduct.

The Advisory Board has responsibility over complaints about Minor Violations and Major Violations described above.

7. Delegation of Tasks

Notwithstanding the foregoing, the Advisory Board may delegate to the Executive Producer or to the Governance Committee or any other committee tasks incidental to processing complaints and violations, including but not limited to assembly of evidence for presentation to the Advisory Board; preparation of preliminary recommendations and findings for consideration

of the Advisory Board; ministerial matters; and such other tasks as may be useful in securing a fair and adequate resolution of the subject of the Complaint or violation.

C. Appeals

1. Short-term suspension

A suspension of membership or a suspension of equipment use and training and courses for fifteen (15) days or less may be appealed to the Executive Producer by Respondent by sending a written request for an informal hearing to the Executive Producer within fourteen (14) days of receipt of Unity Radio's written decision. The Executive Producer shall make a decision and provide Respondent with an explanation of the reasons for the decision on the appeal. Filing of such written request will not defer the imposition of the suspension unless so ordered by the Executive Producer.

2. Other Appeals

A Respondent who is dissatisfied with the imposition of a suspension of greater than fifteen (15) days, or who wishes to appeal a disposition or an order entered on a Complaint and a member or other person who is dissatisfied with the response to a Complaint, may request in writing a review or rehearing by the Advisory Board. The request for review or rehearing, including the specific reasons therefore, with sufficient detail to allow review of the decision, must be received by Unity Radio within fourteen (14) business days of the member's receipt of Unity Radio's written decision. Unity Radio will notify the Respondent and other participants in the proceeding in writing at least fourteen (14) business days before the Advisory Board further reviews or rehears a matter. The Respondent and/or participants in the matter may, at their option, submit written materials to the Board and/or appear in person for the review or rehearing.

The Advisory Board may elect to affirm the prior decision, including the remedies and/or penalties imposed, reconsider and rescind or revise the decision, remedies and/or penalties imposed, or otherwise modify the prior decision. The Advisory Board will issue a written decision in the matter including a statement of reasons for its action.

The procedures set forth in this section shall be used to the extent applicable; however, on a rehearing of a matter previously heard by the full Advisory Board, the presentation of facts and arguments may be limited by the Advisory Board to specific issues in dispute in the appeal and review. Evidence and arguments concerning facts and decisions that are not relevant to matters under review will not be heard.

Section 7: Policy Implementation

7.1. Interpretation of the Policies

These Policies and Procedures shall be interpreted by the Executive Producer whose decision is subject to review and/or final interpretation by the Advisory Board.

7.2. Amendments to these Policies and Procedures

Amendments to these Policies and Procedures may be proposed by the Executive Producer, or by the Advisory Board and referred to the Executive Producer for recommendations and then

considered by the Advisory Board for adoption at a meeting duly called for the purpose. Amendments will be effective upon adoption. Members will be notified promptly of policy changes by email, the website, or posting at the facility.

When You have completed your reading of this document, please click the link below to to send a form Acknowledging your understanding and agreement to the terms and conditions. These agreement (as well as a Covid Release) is a required is a necessary requirement of Producers, Staff, Interns and active community participants. Thank you for your concern and cooperation in this matter.

[Acknowledgment](#)