

MEETING NOTIFICATION

September 23, 2019

5:00 p.m.

**Portland Public Schools Blanchard Center
501 Dixon St.
Portland OR, 97227**

AGENDA

- Roll Call
(Commission Participation: One or more members of the Commission may attend and participate by electronic means. The public will be afforded an opportunity to listen to the participation at the meeting site.)
- Agenda Review
- Disclosures
- Public Comment (non-agenda items)
- MHCRC Appointee to MetroEast Board – Jeff Dennerline

CONSENT AGENDA – NO DISCUSSION

All items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.

*C1. September 9, 2019 Meeting Minutes

REGULAR AGENDA

- | | |
|--|--------|
| *R1. TechSmart Grant Extension Amendment – Portland Public Schools | 45 min |
| *R2. TechSmart Grant – Gresham-Barlow School District | 15 min |
| *R3. Community Technology Grant: Multnomah County Library Welcome to Computers | 3 min |
| *R4. Community Technology Grant: MetroEast Community Media | 3 min |
| *R5. Community Technology Grant: Outside the Frame | 3 min |
| *R6. Frontier Franchise Transfer of Ownership
- Staff presentation and recommendation
- Northwest Fiber/Frontier presentation
- Commission discussion | 30 min |
- Staff Activity Reports and Updates
 - FY18-19 MHCRC Fund Audit Schedule
 - FY19-20 Budget Process
 - MetroEast CEO Hiring – Update

- Staff NATOA Conference Attendance
- Other
- Committee Reports
 - Finance Committee
 - TechSmart Grant Committee
 - Community Ascertainment Committee
 - Open Signal Board Appointee
 - MetroEast Board Appointee
- New Business; Commissioner Open Comment Meeting Schedule:

October 21 – MetroEast
November – recess
 December 16 – Open Signal
 January 27 – MetroEast
February – Annual Planning Retreat (TBD)
 March 16 – Open Signal
April – recess
 May 18 – MetroEast
 June 15 – Open Signal

- Franchisee Activity Report
 - Frontier
 - Comcast
 - CenturyLink
- PEG Provider Activity Report
 - Open Signal
 - MetroEast Community Media
- Public Comment
- Adjourn

*Denotes possible action item

Please notify the MHCRC no less than five (5) business days prior to our event for ADA accommodations at 503-823-5385, by the City of Portland's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.

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Mt. Hood Cable Regulatory Commission
Location: Metro East Community Media
September 9, 2019, Meeting Minutes – **Draft**

Call to Order: 6:35 pm

- Roll Call

Hansen noted that Sue Dicile had not yet been reappointed by the City of Portland although it was expected to happen soon. Commissioners agreed that Dicile was welcome to participate in the discussion and could attend the Executive Session but not vote on Commission actions.

Commissioners present: Leif Hansen (Chair), Carol Studenmund, Scott Harden, Norm Thomas, Jacquenette McIntire, Jeff Dennerline

Commissioners absent: None

Guest: Sue Dicile

Staff Present: Elisabeth Perez, Interim Staff Director; Julie Omelchuck, Program Manager; Rebecca Gibbons, Program Coordinator; Cinthia Diaz Calvo, Administrative Specialist; Mark Wolf, Local Government Law Group, MHCRC Legal Counsel

- Agenda Review: Hansen noted the Executive Session on the meeting agenda.
- Disclosures: None
- Public Comment (non-agenda items): None
- ***CONSENT AGENDA – NO DISCUSSION**

C1. June 24, 2019 Meeting Minutes

Thomas noted a correction to the June 24, 2019 draft meeting minutes as he was not in attendance at the meeting.

Motion: Harden moved to approve consent agenda with the correction to the draft minutes. Dennerline seconded.

Vote: 6-0

- **REGULAR AGENDA**

*R1. Community Technology Grant: Multnomah County Library – Central Library

Gibbons said the final grant agreements on the meeting agenda were moved forward by the Commission at the June meeting based on project pre-applications. She noted that the staff recommendations contained in the meeting packet for each grant summarize significant revisions, if any, to the final grant agreement from the pre-application.

Motion: Thomas moved to approve the Community Technology Grant agreement with Multnomah County Library in the amount of \$122,360. Studenmund seconded.

Vote: 6-0

*R2. Community Technology Grant: Junior Achievement of Oregon & SW Washington

Motion: Studenmund moved to approve the Community Technology Grant agreement with Junior Achievement of Oregon & SW Washington in the amount of \$31,286. Harden seconded.

Vote: 6-0

*R3. Community Technology Grant: City of Fairview

Motion: Harden moved to approve the Community technology Grant agreement with the City of Fairview in the amount of \$32,540. Dennerline seconded.

Vote: 6-0

*R4. TechSmart Initiative Grant Agreement: Reynolds School District

Omelchuck said the Reynolds School District leadership team and she worked through the details and questions from the Commission work session on the draft project plan. She highlighted the final plan and grant agreement contained in the meeting packet and noted that Chris Greenhalgh, Reynolds Director of Secondary Learning, was present for Commissioner questions.

Motion: Thomas moved to approve the grant agreement with Reynolds School District in the amount of \$1,225,270. Studenmund seconded.

Vote: 6-0

Staff Activity Reports and Updates

- Frontier Transfer of Ownership – Perez said staff received initial information from NW Fiber. MHCRC staff found the application incomplete for which NW Fiber has responded. The MHCRC special legal counsel, Best, Best, & Krieger, has been working to compile legal and financial findings, which will be presented, along with a staff recommendation, to the Commission at its September 23 meeting.
- Other – Dicile raised an issue about timely receipt of mailed meeting packets. Commissioners briefly discussed electronic and mailed packet distribution and Omelchuck said staff would follow up.

New Business; Commissioner Open Comments:

Hansen noted that the Commission's September meeting is scheduled for September 23, 2019. McIntire and Dicile will not be available. Thomas and Studenmund will participate by phone.

Public comment: None

Executive Session

Hansen convened the Executive Session at 6:55pm, pursuant to ORS 192.660(2)(f), which allows the Commission to meet in executive session to consider information or records that are exempt by law from public inspection, specifically: ORS 192.355.

Representatives of the news media, designated staff (Perez, Omelchuck, Diaz), and Dicile were allowed to attend the Executive Session. All other members of the audience were asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the Executive Session, except to state the general subject of the session as previously announced. No members of the news media were in attendance. No decisions were made in the Executive Session.

The MHCRC considered and reviewed information and records exempt from public inspection from the Commission's general counsel, Wolf, about potential participation in a legal challenge to an Order issued by the Federal Communications Commission related to cable franchising authority.

Executive Session adjourned at 7:40pm and Hansen reconvened the regular MHCRC meeting.

Staff handed out a draft Resolution No. 2019-01 for consideration.

Motion: Harden moved to adopt Resolution No. 2019-01: Authorizing staff to file or join lawsuit(s) challenging the FCC "In-Kind/Mixed-Use" Order and allocate FY19-20 contingency amount, which includes:

- authorizing staff to file or join lawsuits against the FCC and any responsible officers on the United States to assert the Jurisdictions' authority to manage and require reasonable compensation for access to the public right-of-way, and to prosecute such actions;
- authorizing staff to take any additional steps as may be required to file or join as co-plaintiff; and,
- providing \$20,000 from its FY 19-20 contingency amount to Best, Best & Krieger (BBK) to fund the Commission's participation and the Jurisdictions' participation if they so choose, in the local government coalition's legal actions challenging the FCC's Order.

Studenmund seconded.

Vote: 6-0

Adjourned: 7:43 pm

Respectfully submitted:

Cinthia Diaz Calvo, Administrative Specialist II

COVER SHEET – AGENDA ITEM #R1

For Commission Meeting: September 23, 2019

“TechSmart Initiative Grant Agreement Amendment: Portland Public Schools”

Recommendation

Staff recommends that the Commission approve an amendment to the grant agreement with Portland Public Schools in order to expand the TechSmart grant project to additional elementary schools through school year 2021-22 and to provide grant funds for capital costs related to the expansion. (grant amendment attached).

Summary

Portland Public Schools (PPS) received its original TechSmart grant in December 2015 to implement the TechSmart 3rd Grade Reading grant project (TS3R). The total project budget was \$10,297,082, including \$5,101,190 from grant funds. Staff has worked with PPS leadership over the past several months to develop a project plan for the final funding allocation for PPS under the TechSmart Initiative – a little over \$2.8 million.

As PPS established its priorities, it became apparent that the district desired to expand its current project to 11 elementary schools with Title I designations (Cohort 5) so that all district Title 1 schools would be included in the grant project. To this end, MHCRC staff developed an amendment to the original grant with an updated implementation plan and budget (grant amendment Attachment 1). Staff believes this situation was well suited to a grant amendment, as opposed to a separate grant agreement, as most of the project plan activities apply to the grant expansion.

Background

Portland Public Schools (PPS) is by far the largest school district in Multnomah County with about 48,500 students, 3,000 teachers and 80 schools. In fact, PPS is the largest school district in the Pacific Northwest. This includes about 60 schools with K-3 grades. (By comparison, Gresham Barlow and Reynolds school districts each have under 12,000 students.) In 2015, PPS was in the process of adopting literacy curriculum for PreK-5rd grades across the district. The last time PPS underwent this process in 2007, it did not result in improved outcomes for students in reading achievement. With the support of the TechSmart Initiative investment, PPS took a new approach to the K-3rd Grade literacy adoption to transform literacy instruction, with the goal to have all students at reading proficiency by 3rd grade and to eliminate the achievement gap.

The new approach shifted the literacy curriculum adoption model from curriculum adoption and school level implementation once every seven years to a continuous curriculum adoption model, where instructional materials are piloted, evaluated and implemented on an ongoing basis. PPS has continuously evaluated and adopted high quality, culturally-relevant materials as they became available.

In order to sustain and scale literacy transformation across the large urban school district, PPS implemented blended learning models, infused with technology and professional development (PD) supports, in K-3rd grade programs in 20 schools across four years. The final schools under the original plan (Cohort 4) are implementing the project this school year. The project has included deep investments by both PPS and the MHCRC in elements critical to successful technology-rich learning environments: Dedicated district capacity to lead the work; district staff, principal and teacher professional development; and classroom technology and infrastructure.

In addition, PPS has conducted evaluation of embedded supports and provided for iterating professional development and instructional practices for technology-based blended learning from year to year, in order to build district capacity to sustain the literacy transformation to all PPS schools. This move toward sustainability is reflected in the grant amendment as PPS is funding - as a project match - the technology integration coaches to support teachers in the TechSmart schools. Most of the current coaches will be continuing for the expansion project.

For Cohort 5, the current school year will be used for planning and onboarding the new schools, including principals, teachers, and specialists. These schools will implement beginning in SY2020-21. The activities for the implementation will remain similar to the original grant.

As stated previously, PPS is a large school district with many district departments and schools. Over the past four years, MHCRC staff has worked collaboratively with PPS throughout several reorganizations and staff transitions. However, staff has found the core staff and leadership have remained committed to the TS3R project and have continued to carry out the requirements of the grant.

The Director of Learning Technologies and a program manager in the department currently lead the core aspects of the TS3R project. The other planning and implementation team members include the directors of Elementary Humanities and Title I Funded Programs, as well as staff in Information Technology and System Planning & Performance.

Attachment: Draft Grant Agreement Amendment

Attachment 1: TechSmart+ Grant Extension Project Implementation Plan & Budget

Prepared by: Julie S. Omelchuck
September 18, 2019

CONTRACT FOR PROFESSIONAL SERVICES

This is an amendment to the Agreement for MHCRC Community Grant (Agreement) (#35001195) between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and School District No. 1J, Multnomah County, Oregon (Portland Public Schools) (Grantee) (together referred to as the “Parties”).

RECITALS

1. The Commission and Grantee entered into the Agreement in December 2015 for a term expiring December 31, 2020.
2. The Commission has received and allocated capital funding under its TechSmart Initiative for Student Success for Grantee to implement projects that use I-Net connectivity and related technology to identify effective instructional practices that improve outcomes for all students.
3. Grantee and Commission staff have developed an implementation plan and budget to scale the current Agreement Grant to additional elementary schools (Attachment 1 – TechSmart+ Grant Extension Project Implementation Plan and Budget).
4. The Commission has concluded that the Grantee’s extension project fulfills the original spirit and intent of the Agreement and meets the funding criteria for TechSmart Initiative grants.
5. Grantee has determined that to expand the Grant to the additional schools through school year 2021-22, additional funding in the total amount of \$2,934,926 is necessary to successfully complete the project extension. Grantee has committed an additional \$2,935,151 in matching resources to the project extension.
6. The purposes of this amendment are to extend the term of the Agreement through December 31, 2022 and to provide additional funding for the Grantee to scale the Grant to additional elementary schools.

AGREEMENT

1. Term. The Agreement is amended to extend the term of the Agreement through, and including, December 31, 2022.
2. Grant. The Grant is amended to include the TechSmart+ Grant Extension Project Implementation Plan and Budget as presented in Attachment 1 to this amendment.
3. Not to Exceed Amount. The Agreement amount is amended to a sum not to exceed

\$8,036,116 for accomplishment of the Grant.

4. Payments. All invoices for the Grant project costs must be received no later than September 30, 2022 in order to be paid under the Agreement terms.
5. Reports. The final status report shall be received no later than September 30,2022.
6. All other terms of the Agreement shall remain the same.

SIGNATURES:

Grantee – School District No. 1J, Multnomah County, Oregon

By: _____

Date: _____

Name (Print): _____

Title (Print): _____

Approved as to Form:

By: _____

Attorney for School District No. 1J, Multnomah County, Oregon

Mt. Hood Cable Regulatory Commission:

By: _____

Date: _____

Leif Hansen

Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____

Mark Wolf, Commission Legal Counsel

Grant Amendment - Attachment 1

TechSmart+ Grant Extension Project Implementation Plan and Budget

Implementation Plan

The TechSmart+ project is an extension of the TechSmart 3rd Grade Reading (TS3R) project first implemented in the 2015-16 school year. The TechSmart+ project will focus on schools eligible for Title I services and will extend the well-supported implementations of blended learning models at 11 schools (Cohort 5) for grades K-5 or about 135 classrooms during the school years 2020-21 and 2021-22.

	Year 5 2019-2020 (TS3R project)	Year 6 2020-2021 TechSmart+	Year 7 2021-2022 TechSmart+
Cohort 1	Evaluate & Refine	Evaluate & Deboard	Evaluate
Cohort 2	Evaluate & Refine	Evaluate & Deboard	Evaluate
Cohort 3	Evaluate & Refine	Evaluate & Refine	Evaluate & Deboard
Cohort 4	Implement	Evaluate & Refine	Evaluate & Refine
Cohort 5	Onboard	Implement	Evaluate & Refine
			Recommendations to scale & sustain

School year 2019-20 (Grant Year 5) is a planning year for TechSmart+ that would be based on a continuation of what PPS has learned from the original TS3R grant. Activities for the TechSmart+ project will include:

- Identify best instructional practices from past evaluations of TS3R project. Continue to disseminate and refine blended literacy instruction that aligns with the foundational work of 2014-15 Literacy Advisory Committee, initiatives from TechSmart, and Funded Programs.
- Notify the 11 Cohort 5 schools and work with principals to ensure teacher and school readiness.
- Work with Office of Technology & Information Services (OTIS) to ensure infrastructure upgrades are completed by the start of the 2020-2021 school year.

Onboard

Onboarding for Cohort 5 will begin in 2019-20 at each school. Activities will include:

- Deploying supporting technology.
- Ensuring staff have foundational Professional Development (PD) around literacy instruction.
- Providing "Getting Started" PD for instructional leaders, principals, teachers, and SPED, ELL and other specialists who support K-5 students. The PD includes learning to integrate and manage supporting technology in the classroom.
- Conducting baseline student/teacher survey prior to implementation for evaluation.
- Developing a family engagement strategy to communicate and share student progress.

Deboard

Cohorts 1 and 2 will begin a deboarding process in 2020-21 followed by Cohort 3 in 2021-22.

- Schools will gain the responsibility of ongoing implementation of TechSmart resources, with the three Title I schools in Cohorts 1-3 receiving additional support through federally funded programs.

- Classroom support shifts to classroom level teacher expertise with district coach support as needed.
- Participation in TechSmart Labs and PD opportunities will be available.
- Schools may opt to become demonstration sites.

Deboarding process will be refined to ensure that the impact of TechSmart is sustained and evident in student learning.

Implement

Cohort 5 schools begin using the technology and programs for instruction. Activities will include:

- Setting up and initial training on technology-based instructional resources. Differentiate trainings for classroom teachers and specialists.
- Providing differentiated embedded supports
 - Ongoing support offered through TechSmart TOSA (Teacher on Special Assignment) team over 2 school years.
 - Modeling of lessons by TOSAs during TechSmart Labs.
 - Establishing ongoing feedback loop for teachers
 - Implementing established protocols and practices for data driven instruction
- Introducing the evaluation process.
- Hosting family engagement communication and training sessions.

Evaluate & Refine

Conduct comprehensive evaluation of embedded supports and provide formative reports for iterating PD and instructional practices for technology-based blended learning.

- Project evaluation activities will include:
 - Collecting data on reading achievement, professional development, IT implementation, and effectiveness of materials through 2022 (both internally and in conjunction with PRE).
 - Expand data collection to include 5th grade literacy in 2020-21 and beyond, using NWEA MAP assessment data.
 - Conduct focus groups with teachers and students.
 - Additional focus groups to create 4th and 5th grade data baselines per school prior to 2020-21 implementation.
 - Reporting and analysis on data collected.
- Refinement of instructional practices and strategies will include:
 - Revising the PD plan (pace, frequency, scope) to ensure responsiveness to teachers' needs
 - Revisiting the training and support for instructional leaders (TOSAs, administrators) to best support implementation
 - Revisit best practice strategies for using devices and tools to engage, enhance, and extend student learning with the focus of improving literacy outcomes.
- Refinement of support: Cohort 3 & 4 schools will shift from site-based coaching supports to receiving support from a dedicated District Coach during the extension.

By the end of Grant Year 7, PPS will have evaluation data and learnings from 31 schools or one-half of the K-3 classrooms in the district. There are also collaborative opportunities, including site visits to programs inside and outside the district and participating in professional learning cohorts to model and share best practices throughout the project.

Total Amended Budget – Line Item

	Original Budget	TechSmart+ Budget	Amended Budget
Grant			
Personnel	1,886,023	49,920	1,935,943
Training	25,460		25,460
Travel	106,000		106,000
Contractual	1,273,000		1,273,000
Equipment*	1,578,750	2,732,000	4,310,750
Overhead	231,957	153,006	384,963
TOTAL	5,101,190	2,934,926	8,036,116
Match			
Personnel	3,335,995	2,655,494	5,991,489
Training	93,818	126,640	220,458
Travel			0
Contractual			0
Equipment*	1,451,250		1,451,250
Overhead	314,829	153,017	467,846
TOTAL	5,195,892	2,935,151	8,131,043

Line Item Budget – TechSmart + Extension Only

Category	Grant	Match	Total Budget
Personnel	49,920	2,655,494	2,705,414
Training		126,640	126,640
Travel			
Contractual			
Equipment	2,732,000		2,732,000
Overhead	153,006	153,017	306,023
Contingency			
Total	2,934,926	2,935,151	5,870,077

Budget Narrative - TechSmart + Extension Only

Personnel

Director of Learning Technologies

For Grant Years 6-7, the Director of Learning Technologies will spend 30% (12 hours) per week to direct all aspects of the technology implementation and provide overall project coordination with the Director of Elementary Humanities. Based on an annual salary of \$137,020 and a 2% annual increase, along with the 27.86% fringe rate and health rate of \$16,585/FTE (estimating a 5% annual increase), the total cost to the project is \$115,067.

Grant: \$0

Match: \$115,067

Program Manager

For Grant Years 6-7, the Program Manager will spend 30% (16 hours per week) managing the financial, operational, and logistical aspects of the program, including MHCRC reporting requirements. Based on an annual salary of \$92,312 and a 2% annual increase, along with the 27.86% fringe rate and a health rate of \$16,585, the total cost to the project is \$86,697.

Grant: \$0

Match: \$86,697

Evaluator

For Grant Years 6-7, the Evaluator will spend 25% (10 hours per week) managing the data collection and reporting activities, including those related to professional development (i.e. surveys, observations, and focus groups), technical implementation status, achievement data, and materials adoption. Based on an annual salary of \$65,000 and a 2% annual increase, along with the 23.64% fringe rate and health rate of \$14,446/FTE (estimating a 2% annual increase), the total cost to the project is \$84,566.

Grant: \$0

Match: \$84,566

Analyst

For Grant Years 6-7, the Analyst will spend 25% (10 hours per week) managing the data clean up, coding, and analysis activities to support the evaluation. Based on an annual salary of \$65,000 and a 2% annual increase, along with the 23.64% fringe rate and health rate of \$14,446/FTE (estimating a 2% annual increase), the total cost to the project is \$84,566.

Grant: \$0

Match: \$84,566

District Coaches

For Grant Years 6-7, PPS will dedicate to the project 8.5 FTE as District Coaches, reporting to the Director of Learning Technologies. District Coaches will coordinate, develop, and lead the instructional implementation and administration for the project., The District Coaches will focus primarily on implementation and will transition to working towards sustainability and operationalization of the program going forward. They will also conduct the annual "Getting Started" PD for Cohort 5 teachers and specialists and new teachers in existing cohorts. Based on an annual salary of \$85,000 (including extended responsibility), a 2% annual increase, the 27.86% fringe rate, and the PAT health rate of \$19,425/FTE (estimating a 5% annual increase), the total cost to the project is \$2,177,802

Grant: \$0

Match: \$2,177,802

Teachers for Focus Groups

For Grant Year 6-7, teachers will participate in focus groups as part of the project evaluation (2 teachers per school for 11 schools). The cost per round of focus groups is \$1,000 based on one hour of time at \$45 per hour (with a 2% annual increase and the 27.86% fringe rate).

Grant: \$0

Match: \$2,532

Director of Elementary Humanities

In Grant Years 6-7, the Director will spend 5% (2 hours) per week to direct all aspects of the instructional implementation and provide overall project coordination with the Director of Learning Technologies. Based on an annual salary of \$130,845 and a 2% annual increase, along with a 27.86% fringe rate and health rate of \$16,585/FTE (estimating a 5% annual increase), the total cost to the project is \$18,388.

Grant: \$0

Match: \$18,388

Sr Director of Funded Programs (Title I)

In Grant Years 6-7, the Director will spend 5% (2 hours) per week to direct all aspects of the instructional implementation and provide support to project coordination and oversight. Based on an annual salary of \$130,845 and a 2% annual increase, along with a 27.86% fringe rate and health rate of \$16,585/FTE (estimating a 5% annual increase), the total cost to the project is \$18,388.

Grant: \$0
Match: \$18,388

Integrated Technology Specialists

In Grant Years 6-7, the Integrated Technology Specialists (2.0 FTE) will spend 15% (6 hours, 12 hours total) per week to support district coaches and classroom teachers in the implementation of technology integration into curriculum and lesson planning. Based on an annual salary of \$75,000, and a 2% annual increase, along with the 27.86% fringe rate and health rate of \$16,585/FTE (estimating a 5% annual increase), the total cost to the project is \$67,488.

Grant: \$0
Match: \$67,488

IT Project Manager

The IT Project Manager will conduct activities related to the procurement and deployment of the technology required for this project. Based on \$80 per hour for 12 hours per week during a 52-week period over the course of 1 year, the total cost to the project is \$49,920.

Grant: \$49,920
Match: \$0

Training

Teachers - "Getting Started" Professional Development

In Grant Years 5-7 (3 years), Cohort 5 teachers will receive "Getting Started" PD which will cover training on the technology, instructional tools and materials, and managing a blended learning classroom. Based on 20 teachers per school (but assuming an attendance rate of about 60%) 11 schools per year onboarding at a rate of \$378 per day (with a 2% annual increase) for 2 days, the total cost to the project is \$101,640.

Grant: \$0
Match: \$101,640

Registration for Conferences & Workshops

In Grant Years 6-7, district coaches and teachers will attend conferences and workshops relevant to blended learning models in K-5 classrooms (e.g. Digital Media & Literacy Institute at Teachers College, Beyond Devices, OETC offerings, ISTE, Google Summit, Camp Chromebook). Eleven principals and 14 district personnel (e.g. IT, SPP, OSP, District Coaches, Integrated Technology Specialists) will attend a conference or workshop over the course of 2 years. The total cost to the project is \$12,500 per year, based on an estimated registration fee of \$1,000 for 25 total participants over 2 years.

Grant: \$0
Match: \$25,000

Equipment & Software

Site Infrastructure Upgrades

Includes Wireless Access Points (WAPs), installation, network switching, router devices, bandwidth upgrades. In Grant Year 5 (1 year), wifi in Cohort 5 schools will be upgraded. The combined total of all work and equipment per TechSmart site has been just over \$50,000 in 2019. The total cost to the project is \$605,000, which is based on 11 schools at \$55,000 each.

Grant: \$605,000
Match: \$0

Classroom Devices, Device Storage and Power

In Grant Years 6-7, classroom devices will be purchased and provided to K-5 teachers and classrooms of Cohort 5 schools. In addition, two schools in the initial TechSmart grant will receive a device refresh in their K-3 classrooms. Estimates based on similar projects completed in spring 2019: \$358 per device, 18 classrooms per school, and 14 devices per classroom (28 students each using a ratio of 1 device for every 2 students). Device storage carts will be purchased to support ongoing management and security of the devices. The total cost to the project is \$1,560,000.

Grant: \$1,560,000

Match: \$0

Technology-based Literacy Digital Programs

In Grant Years 6-7, technology-based literacy programs will be researched, purchased, implemented, and evaluated for effectiveness. Various digital curriculum resources will be implemented at TechSmart cohort schools to support the blended learning instructional models and piloted as part of the larger district Language Arts Adoption. This will inform district investments in digital curriculum going forward. Quoted estimates for vendor prices range from \$2,500 to \$6,500 per school per year.

Grant: \$439,108

Match: \$0

Overhead Costs

Indirect Costs represent the cost of supporting the grant by PPS business services departments. The project cost is based on the PPS standard rate of 5.5%.

Match: \$153,006

Grant: \$153,017

COVER SHEET – AGENDA ITEM #R2

For Commission Meeting: September 23, 2019

“TechSmart Initiative Grant Agreement: Gresham-Barlow School District”

Recommendation

Staff recommends that the Commission approve the grant agreement with Gresham-Barlow School District in the amount of \$706,788 (attached).

Background

In accordance with the MHCRC’s grantmaking process for the TechSmart Initiative, the TechSmart Grant Committee and the full Commission conducted a work session on September 9, 2019, to vet the Gresham-Barlow School District (GBSD) draft project plan. MHCRC staff and GBSD staff revised the plan in consideration of the Committee and Commission input.

Attachment: Draft Grant Agreement - Attachment 1: GBSD Project Plan

Prepared by: Julie S. Omelchuck
September 18, 2019

AGREEMENT FOR MHCRC COMMUNITY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Portland Office for Community Technology (OCT), and Gresham-Barlow School District (Grantee) (together referred to as the “Parties”).

RECITALS:

This Agreement is entered into for the purpose of providing grant funds under the Commission's TechSmart Initiative for Grantee's project titled, Embedding Technology in Middle School Math project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$706,788 for specific costs and purposes described in its Grant Project Plan (the "Grant"), attached to this Agreement as Attachment 1. Grantee shall use the Commission grant funds and Grantee's matching resources for the purposes as set forth in Attachment 1.

2. Project Manager

The Commission's Project Manager shall be Julie S. Omelchuck or such other person as shall be designated in writing by the OCT Director.

3. Payments

Grantee shall submit periodic invoices for reimbursement by the Commission of actual costs incurred by Grantee related to the approved Grant budget.

Grantee shall use its best efforts to submit invoices for grant-funded expenses incurred in any July 1-June 30 period (the Commission's fiscal year) to the Commission according to the following timeline in each year of the grant in which expenses occur:

- For fiscal year Quarter 1 (July 1 – September 30), Quarter 2 (October 1 – December 30) and Quarter 3 (January 1 – March 31), submit invoices for grant-funded expenses incurred during the quarter no later than 45 days after the close of each fiscal quarter.
- For fiscal year Quarter 4 (April 1-June 30): By June 15, submit invoices for any grant-funded expenses incurred through May 30; By June 25, provide an estimate of anticipated grant-funded expenses to be incurred during the month of June; By August 15, submit an invoice for any actual grant-funded expenses incurred in the month of June.

The invoice shall be on Grantee's letterhead and signed and dated by an authorized representative of Grantee and addressed to “MHCRC c/o City of Portland.” The invoice shall include the title of the project, an invoice number and a breakout of the invoice amount by the line items identified in the Grant budget. The periodic invoices shall include supporting documentation, such as copies of receipts or other evidence of payment, for the grant-funded cost amount claimed in the invoice. The Project Manager, at her/his sole discretion, may require additional financial documentation of Grant expenditures.

Grantee shall submit invoices and supporting documentation by electronic mail to the Project Manager until such time as the Commission activates a claims module using the Commission's online grants management system. At such time, the Project Manager shall provide notice to Grantee that the online claims module is activated and Grantee shall submit all future invoices and supporting documentation online through the grants management system.

Upon submission by the Grantee of an invoice, and upon certification by the Project Manager that the invoice is in accordance with this Agreement and any restrictions upon use of the Grant funds, the Commission shall pay to the Grantee the amount as specified in the invoice, not to exceed the total Grant amount, within thirty (30) days from date of the invoice. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reasons for the disallowance and non-payment.

All invoices for grant-funded costs must be received by the Commission no later than August 31, 2022, in order to be paid under the Agreement terms. No invoices shall be accepted after this date.

4. Financial Records

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Commission funds and the allocation method of Matching Resources committed by Grantee and Project Partners for the Grant. Grantee shall maintain all financial records related to the Grant for one (1) year after the termination of this Agreement. Grantee shall provide the Commission prompt access to these records upon request and permit copying as the Commission may require.

5. Reports

Grantee shall submit Semi-Annual and Annual Status Reports (collectively referred to as 'Report(s)') to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. For a Report to be acceptable to the Project Manager, Grantee shall provide clear, thorough and complete information and documentation of the Grant project in accordance with the reporting schedule defined below.

Semi-Annual and Annual Status Reports are due within thirty (30) days of the end of each Report period. Status Report periods are July-December and January-June for each school year contained in the Grant Project Plan. The first Interim Status Report shall include the period beginning with the effective date of this Agreement.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant which may result in Grantee's inability to fulfill the Grant.

Grantee shall also provide other financial or program reports as the Commission deems reasonably necessary or appropriate. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are related to this Agreement or Grantee's performance of services available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

6. Project and Fiscal Monitoring

The Project Manager shall monitor Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but is not limited to, on-site visits at reasonable times, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant. The frequency and level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

7. Audit

Because Commission grant funds are derived from the cable services franchises in Multnomah County, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of grant funds is in accordance with the requirements of cable franchises related to use of the funds for capital costs. If the Commission receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Project Manager shall notify Grantee within five (5) business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made available by Grantee. The Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

Any publicity shall indicate that the project was made possible by a grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant in compliance with all applicable laws.

11. Indemnification

Subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 9, and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Grant. Neither party shall be liable for any loss, damage, claim, or demand arising from the negligence of the other party or its agents or employees.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective on August 1, 2019, unless Grantee fails to sign and return the Agreement to the Commission within forty-five (45) calendar days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, September 30, 2022.

15. Early Termination of Agreement

This Agreement may be terminated prior to the expiration of its term by:

(a) Written notice provided to Grantee from the Commission before any obligations are incurred; or

(b) Mutual written agreement of the Parties.

Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Grantee shall immediately cease all activities under this Grant, unless expressly directed otherwise in writing from the Commission in the notice of termination. Further, upon termination, the Commission and/or Grantee shall deliver to the other party all works-in progress and other property that are or would be deliverables had the Grant been completed. Grantee shall be entitled to receive reasonable compensation as provided for under this Agreement for any satisfactory work completed up until the time of notice of termination.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement.

Notice and Opportunity to Cure. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action. Grantee shall have thirty (30) calendar days from the date of the written notice to cure the breach. If the breach is of such nature that it cannot be completely cured by Grantee within the thirty (30) day period, then Grantee shall submit a cure plan to the Project Manager no later than fifteen (15) calendar days from the date of the written notice. Grantee's cure plan shall include actions, steps, and a time period to cure the breach. Grantee must obtain written consent from the Project Manager to proceed with a cure plan under an extended cure period.

No Payment During Cure Period. During the cure period or extended cure period, the Commission is under no obligation to accept or pay invoices submitted by Grantee under this Agreement. Grantee shall not perform services or take actions that would require the Commission to pay grant funds to Grantee without the written consent of the Project Manager. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

Cause for Termination. If Grantee fails to cure the material breach within thirty (30) calendar days of the written notice of termination, or if Grantee does not receive consent from the Project Manager to proceed with a cure plan and executes the cure plan satisfactory to the Project Manager, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall immediately suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of

income. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

Commission and Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its

subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

The parties agree the Commission and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Julie S. Omelchuck, Project Manager:
Office for Community Technology
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
P.O. Box 745
Portland, OR 97207-0745
Email: julieo@mhrc.org

If to Grantee:

Angie Kautz, Director of Teaching and Learning
Gresham-Barlow School District
1331 NW Eastman Parkway
Gresham, OR 97030
Email: kautz@gresham.k12.or.us

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).

SIGNATURES:

GRANTEE: GRESHAM-BARLOW SCHOOL DISTRICT

BY: _____ Date: _____

Name (Print): _____

Title (Print): _____

MT. HOOD CABLE REGULATORY COMMISSION:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Legal Counsel

Grant Agreement – Attachment 1

*MHCRC TechSmart Initiative for Student Success
Gresham-Barlow School District Project Plan
Project Title: Embedding Technology in Middle School Math
September 2019*

I. Project Purpose

About Gresham-Barlow School District

Gresham-Barlow School District (GBSD) is a medium-sized school district on the east side of Multnomah County that serves around 11,000 students K-12. GBSD is made up of ten elementary schools, one K-8, four middle schools, three high schools, and five charter schools. The diversity of students in GBSD has grown considerably over the last decade. Currently 50+ home languages are spoken by students across the district. Following English, Spanish represents the second largest language group with over 2,000 Spanish speaking students. Nearly 50% of students and families in GBSD are impacted by poverty.

Work in GBSD is driven by a commitment to the district mission, vision and goals. The district mission is **To Inspire and Empower Each Student**. The district vision is: **Culturally**

responsive graduates who will thrive in an ever-changing global community. GBSD works to achieve that vision through the three goals adopted by the GBSD School Board:

1. Provide effective, high-quality instruction to each student in the district.
2. Provide a physically and emotionally safe and culturally responsive learning environment that gives students and families voice.
3. Prudent use of resources that uses an equity lens in decision-making.

As part of the focus on providing effective, high quality instruction to each student, GBSD leadership is strategically focusing on developing systems and practices to increase the effectiveness and impact of instruction. A particular focus of that work is mathematics instructional practices since data shows that not only does GBSD have significant room for improvement in supporting the academic success of students in mathematics, but also has persistent achievement gap for language learners (See Data in Public Benefit section).

In alignment with the district focus on providing effective, high quality instruction in K-12 mathematics, **the purpose of the *Embedding Technology in Middle School Math* project is to provide intensive and targeted support for increasing student achievement in mathematics. The project will specifically target math achievement of 8th grade students and the math credit attainment of students in 9th grade the following year.**

The *Embedding Technology in Middle School Math* project will provide 6-8 grade math teachers technology and related training and support for innovative, differentiated instruction; and equitable student access to devices. The combination of instructional technology and student devices will allow GBSD to follow a guiding principle put forward by the National Council of Teachers of Mathematics (NCTM) that states: “An excellent mathematics program integrates the use of mathematical tools and technology as essential resources to help students learn and make sense of mathematical ideas, reason mathematically, and communicate their mathematical thinking.”

The measures of success for the *Embedding Technology in Middle School Math* will be academic performance on the 8th grade Smarter Balanced Assessment of Mathematics (Math SBA) and the successful attainment of math credit in 9th grade. Currently, GBSD student scores in this area leave much room for improvement. In 2018, GBSD had just 32% of 8th grade students meet or exceed on the Math SBA. When looking at the English Language Learners, the results were even more disconcerting. Only 12% of active and monitored language learners met or exceeded on the 8th grade Math SBA.

Another measure of success will be the percentage of 9th grade freshman at both Gresham and Sam Barlow High Schools who attain adequate math credits to be considered on track to graduate. During the 2018-2019 school year GHS had a 9th grade math passage rate of 89.5% for semester one and 88.5% for semester two. SBHS had a 9th grade math passage rate of 84.6% for semester one and 87.1% for semester two

Through the *Embedding Technology in Middle School Math* project, 19 middle school math classroom and 15 Special Education and English Language Development classrooms will be updated with instructional technology for content streaming and digital sound projection, and instructional staff will receive laptop computers. Additionally, each of the 19 middle school math classrooms will be provided with a Chromebook charging cart and set of 36 Chromebooks to provide students with 1:1 device access during all math classes. The devices will each include device management software designed to keep students safe online and engaged in the assigned learning tasks. This technology will be rolled out throughout the 2019-2020 school year.

These classroom technology resources will greatly increase the district's ability to maximize the impact of its implementation of the adopted math curriculum. GBSD purchased a combination of a core math curriculum called Ready Common Core and an assessment/digital instruction tool called iReady Mathematics. Ready Common Core provides teachers with the resources for grade level, common core aligned instruction. iReady provides a digital adaptive diagnostic assessment to each student at three specific times during the school year followed by individualized digital instruction. Both iReady and Ready Common Core are evidence and research-based tools.

The technology provided through the *Embedding Technology in Middle School Math* will significantly increase the ability of the district to maximize the impact of the district's financial investment in the purchase of both Ready Common Core and iReady. Currently, although digital resources are available through these programs, the lack of classroom and student technology prevents the recommended and research-proven use of the resources for student interaction, assessment, and learning.

Teachers will utilize technology, such as interactive flat panels and sound amplification systems, for whole and small group instruction. Ready Common Core provides teachers with PowerPoint slides, demonstration videos, virtual manipulatives, virtual models, and even professional learning videos. A 1:1 student to device ratio will create learning environments with equitable and consistent access to technology for students as they follow their individualized learning path created on iReady or access interactive tutorials assigned by their teacher around specific concepts or skills.

The iReady diagnostic assessment has the potential to positively impact student learning in two ways. First, the program generates an individualized digital learning path for every student. They receive lessons, activities and quizzes based on their individual performance on each standard. They progress through the lessons with their skills gaps being addressed in areas of challenge and their learning extended in areas of strength. The students can access these lessons from both school and home.

To support the use of these tools in the *Embedding Technology in Middle School Math*, GBSD will create a Digital Curriculum Support Specialist position. The Digital Curriculum Support Specialists will be key to implementing the use of the technology. The specialist will set up and customize the curriculum programs and tools for students and teachers to use, create GBSD data base, develop data-sharing agreements, develop device management systems, and provide parent and teacher training for specific technical aspects of the digital tools and curriculum.

The second impact occurs through the information and resources provided to the teacher based on the diagnostic data. The teachers receive reports that show specific suggested instruction for each individual student, as well as identifying small groups who share challenges or strengths. Teachers also receive digital links directly connected to the specific lessons and resources suggested.

These opportunities for informed differentiation and individualization instruction are beneficial for all students, but particularly effective in supporting academic success for our students receiving special education and language development support. The specialists who provide instruction in English Language Development and as part of special education Individualized Education Plans (IEPs) are given access to the diagnostic results so that they can, in addition to general education math teachers, provide supplemental support targeted specifically to the need of each individual student. Just as the general education classrooms, these classrooms also have the instructional technology available to utilize as learning tools.

Another key component of the *Embedding Technology in Middle School Math* project is professional learning for teachers. Technology and digital curriculum are maximized when teachers use them in conjunction with highly effective instructional practices such as creating a culture of discourse, gradual release of responsibility, differentiation, and scaffolded rigor.

All middle school math teachers will participate in professional learning in Fall 2019 to support

onboarding for the project and will receive classroom technology by December 2019. The Digital Curriculum Support Specialist will also be hired in Fall 2019.

In order to increase teachers' knowledge and skills with effective practices, GBSD will offer a variety of professional learning opportunities throughout each year of this TechSmart Initiative grant project.

- Technology Walks: Teachers have the opportunity to visit classrooms where colleagues are implementing innovative practices utilizing technology for learning. There are opportunities across levels, schools, and even districts.
- Collaboration Walks: Teachers have the opportunity to investigate innovation and best practices by visiting classrooms and reflecting on practice through the lens of the professional rubric. There are opportunities across levels and schools.
- Teacher Professional Learning Teams (PLTs): GBSD utilizes a weekly late start model to provide opportunity for teacher teams to collaborate as PLTs. Twice a month, content and grade level teams have scheduled time to co-plan instruction and analyze student data.
- English Learners in Mathematics: Activities specifically address the improvement of instructional practices to more effectively meet the academic needs of active, monitored and previously served English learners in math. Using the Educator's Practice Guides for Math, participating teachers will learn about, view models of, and practice strategies. They will also embed growth mindset conversations and examples, as they specifically apply to math identify and mathematical thinking. Between the sessions they will use technology such as Swivels to videotape brief lesson excerpts and reflect on their success using at least one strategy presented. Teachers will have the option to have one-on-one sessions with a coach to reflect on their teaching and make a plan to refine strategies or try new ones.
- District-Wide Professional Learning Days: The sessions will be level-specific so that they will be working with colleagues who teach at their same grade level. There will also be sessions designed for collaboration between adjacent grade levels.
- Teacher Innovation Summer Camp: A one day "Summer Camp" for teachers to explore and learn with K-12 technology integration strategies, hands-on learning, make-and-take activities and many innovation ideas for the classroom. In some sessions, teachers leave with a tool for their classroom such as Ozobots.
- Innovation Coaching on Instructional Technology: Coaches provide flexible and adaptable support through formats such as modeling, co-planning, co-teaching, and observations with feedback. Coaching can be done one-on-one or with entire teams.
- Instructional Coaching on Mathematics: Coaches provide flexible and adaptable support through formats such as modeling, co-planning, co-teaching, and observations with feedback. Coaching can be done one-on-one or with entire teams.

Project Outcomes

1. By Spring 2022, 80% of 8th grade students will meet or exceed on the 8th Grade Smarter Balanced Assessment.
2. By Spring 2022, 80% of Monitored and Active Language Learners will meet or exceed on the 8th Grade Smarter Balanced Assessment.

3. By Spring of 2022, 95% of 9th grade students will meet or exceed the number of Math credits necessary to be considered “On-track to graduate.”
4. Create systems for effective utilization of iReady individualized instructional resources.
5. Identify and scale instructional strategies and practices that have the greatest positive impact on student learning in mathematics.
6. Identify and scale instructional strategies and practices that have the greatest positive impact on student learning specifically for language learners in mathematics.
7. Increase teacher knowledge and skill in utilizing technology to enhance student learning in mathematics.

II. Public Benefit

The *Embedding Technology in Middle School Math* addresses the All Hands Raised community-wide indicators of 8th grade math, credits obtained by 9th grade, and English Language Learners (EL) progress.

There is a clear connection between academic success in math, high school graduation and post-secondary options. Thus, GBSD believes if the district intensifies the focus on refining core middle school math instruction to better meet the needs of all learners, GBSD will ultimately have a positive impact on high school graduation rates and post-secondary enrollment.

GBSD Language Learner surveys conducted in Winter 2017-18 demonstrated that active and monitored EL students struggle more with math than language arts. Of 97 high school students who responded, 29% said they don’t understand math well or at all while only 14% felt that way about language arts. At middle school, of the 197 active and monitored ELs who responded, 41% said they don’t understand math well or at all while only 24% reported not understanding language arts. It is crucial that GBSD adapt the way the district is providing math instruction in order to better meet the needs of Language Learners.

The *Embedding Technology in Middle School Math project* goal is to increase the effectiveness of middle school mathematics instruction and learning opportunities resulting in academic success of all 8th graders, while also eliminating the achievement gap experienced by Language Learners. The Oregon Department of Education established 80% of 8th graders meeting or exceeding the Math SBA as the long-term goal (identified on the 2017-2018 ESSA District Accountability Details Report). GBSD has adopted that benchmark for the *Embedding Technology in Middle School Math project* both for all middle schoolers and Language Learners. Additionally, we will continue to focus on continued academic success in Math with a target of 80% of GBSD freshman attaining adequate credits in math to be considered on-track for graduation.

III. Project Partners and Beneficiaries

The district’s Instructional Technology Steering Committee met multiple times over the course of the 2017-2018 school year and helped establish a vision for classrooms to include more innovative use of instructional technology. The Committee included teachers from elementary, middle, and high schools, principals, innovation coaches, technology department staff, and teaching and learning

department staff. The Committee selected the International Society for Technology in Education (ISTE) standards as the district technology standards and made recommendations about professional learning and systems to support the vision. ISTE Standards Strands include:

- Empowered Learner
- Digital Citizen
- Knowledge Constructor
- Innovative Designer
- Computational Thinker
- Creative Communicator
- Global Collaborator

The work and decisions of the Committee will be used to inform the work carried out in the *Embedding Technology in Middle School Math project*. The Instructional Technology Coach will be crucial in this aspect of the work as a key organizer and facilitator of the professional learning opportunities listed previously in the project plan such as District-Wide Professional Learning days, Technology Walks, Collaboration Walks and Innovation Summer Camp.

Another group of key stakeholders planned a grant through Oregon House Bill 3499 that directly supports Language Learners. That group included English language development teachers, math teachers, community liaisons, instructional coaches, directors, and building administrators. The group gathered survey data from middle school students, high school students, and parents as part of their research.

The group completed a root cause analysis of key challenges related to academic performance in mathematics of Language Learners, identified key areas to address, and determined strategies for assessing impact.

Identified areas to address:

- I. Increasing engagement with parents, families, and partners
- II. Improving professional learning and core instruction for math
- III. Strengthening the classroom and school climate to create a culturally responsive, equity-based and growth mindset focus for math instruction
- IV. Increasing instructional collaboration between ELL, special education and classroom/content teachers.

Family and Community Involvement

- Math Focused Listening and Support Sessions for Families: GBSD will conduct a math-focused listening and support session or two for Newcomer families. Interpreters and collaboration with local organizations such as IRCO (Immigrant and Refugee Community Organization), SUN (Schools Uniting Neighborhoods) and the Migrant Consortium will assist us in recruiting, outreach and two-way conversations with these families.
- Math Focused Workshops for Families: GBSD will continue to focus on supporting families in accessing their students' work and grades via ParentVue by helping them register for the program and demonstrate how to access it via their devices. GBSD is working with parents to provide opportunities to access iReady (the online component of Ready Math) at home via home-based devices.

IV. Implementation Plan

See Exhibit 1: Implementation Plan.

V. Evaluation Plan

This project will impact approximately 3,000 middle school students in grades 6-8. The evaluation process will include measures of both the changes in instructional practice and the impact on student learning. There will be multiple measurement tools used:

1. Outcome: By 2022, 80% of 8th grade students will meet or exceed on the 8th Grade Smarter Balanced Assessment.
 - 1.1.1. iReady diagnostic assessment data completed in fall, winter, and spring by each student each year.
 - 1.1.2. Smarter Balanced Assessment Data
2. Outcome: By 2022, 80% of Monitored and Active Language Learners will meet or exceed on the 8th Grade Smarter Balanced Assessment.
 - 2.1.1. iReady diagnostic assessment data completed in fall, winter, and spring by each student each year.
 - 2.1.2. Smarter Balanced Assessment Data
3. By Spring of 2022, 95% of 9th grade students will meet or exceed the number of Math credits necessary to be considered “On-track to graduate.”
 - 3.1. Passing grades data collected at the end of each semester from both Gresham and Sam Barlow High Schools
4. Outcome: Create systems for effective utilization of iReady individualized instructional resources.
 - 4.1.1. Schedules from each building that reflect planned time for utilization of iReady
 - 4.1.2. iReady instructional usage reports pulled monthly for each school
5. Outcome: Identify and scale instructional strategies and practices that have the greatest positive impact on student learning in mathematics.
 - 5.1.1. Classroom observation data from peers and coaches following professional learning.
 - 5.1.2. Exit survey data from professional learning
 - 5.1.3. PRE surveys and interviews
6. Outcome: Identify and scale instructional strategies and practices that have the greatest positive impact on student learning specifically for language learners in mathematics.
 - 6.1.1. Classroom observation data from peers and coaches following professional learning.
 - 6.1.2. Exit survey data from professional learning
 - 6.1.3. PRE surveys and interviews
7. Outcome: Increase teacher knowledge and skill in utilizing technology to enhance student learning in mathematics.
 - 7.1.1. Classroom observation data and feedback from peers and coaches following professional learning.
 - 7.1.2. Exit survey data from professional learning

- 7.1.3. PRE surveys and interviews
- 7.1.4. iReady instructional usage reports pulled monthly for each school

Current Student Performance Data for Outcomes 4, 5 and 6

	6th Grade	7th Grade	8th Grade
iReady Usage Report for March 4-8, 2019 (% in recommended window of 30-49 minutes)	30%	32%	36%
2018 SBA Mathematics (% meets or exceeds)	32%	35%	34%
2018 SBA Mathematics for English Language Learners (Active and Monitored) (% meets or exceeds)	17%	13%	12%
2019 iReady Diagnostic Year to Date (Spring + Winter) (Standard View) (% Tier One On Grade Level)	37%	31%	32%

Current Student Performance Data for Freshman Passing Math Courses (2018-2019)

	2017-2018	2018-2019
Gresham High School Semester 1	65.6%	89.5%
Gresham High School Semester 2	75.4%	88.5%
Sam Barlow High School Semester 1	82.7%	83.4%
Sam Barlow High School Semester 2	84.6%	87.1%

VI. Technical Design

Based on grade-level appropriate device options, Chromebooks were selected for students in all math classes grades 6-8. These devices are compatible with digital tools, including iReady, and provide a balance between ease of use (by age/grade) and a full function device with a keyboard. Thirty-six student Chromebooks and a charging cart will be installed in each of 19 middle school math classrooms. This will provide a 1:1 device to student ratio for students to routinely and effectively utilize technology for learning. An important component of true integration is removing barriers to timely and relevant access to tools. A 1:1 device ratio also supports teachers in their ability to authentically differentiate learning opportunities to meet individual student needs.

Student devices will be equipped with device management software designed to keep students safe online and engaged in the assigned learning tasks. This software allows teachers to see all student screens at once in real time. The software also allows the teachers to see data on the amount of time spent on current digital location, as well as all previous browsing history for each student.

Each classroom will be updated with interactive flat panel technology with wireless projection and content streaming to allow student and teacher interaction. Classrooms will also receive digital sound projection and appropriate laptop computers for instructional staff to best use the classroom technologies. The Computer and Network Support Technicians staff will manage the on-site classroom technology implementation initially and provide ongoing technical support in schools. This support includes regularly scheduled maintenance of devices as well as repairs.

The Service Desk Coordinator will conduct procurement and receiving duties, and coordinate deployment of all classroom technology and devices to the buildings. This staff member is also responsible for initial training and support of the Classroom Technology Specialist.

Technology Services (Network Systems Technician) will enroll devices in the mobile device management system which provisions and tracks the devices, helps protect them from misuse or threats, and easily deploys applications and configurations to support instruction. Equipment purchased and distributed as part of the grant project will be specifically tagged and tracked to the building level and periodically inventoried.

Equipment

- Instructional Technology kits installed in 19 middle school math classrooms
- Instructional Technology kits installed in 15 middle school English Language Development and Special Education classrooms
- Chromebook charging station in 19 middle school math classrooms
- Classroom sets of 36 Chromebooks in 19 middle school math classrooms
- One charging station per building stocked with back-up equipment to prevent loss of learning during device repairs/maintenance

Projected Equipment List:

Equipment	Cost	Items Needed	Est Cost
Instructional Technology Kit			
Clevertouch Interactive Panel 75"	\$3050	34	103,700
Lightspeed Audio Amplification System	\$1200	34	40,800
Wall mount and Wiring	\$850	34	28,900
Student Devices			
HP Chromebooks for student use) (36 per class for 39 sets)	\$202	1404	\$283,608
Chromebook secure charging station	\$1128	39	\$43,992
Device Management Software	Est \$7.00 per student	2500 per year for 3 years	\$ 50,000
Total equipment			551,000

VII. Organizational Capacity

Gresham-Barlow School District is poised to maximize the benefit of the TechSmart grant. Since she was hired in Fall 2017, GBSD Superintendent Perera has been a vocal champion of technology in the schools. Her efforts to infuse every school with both equipment and an innovative mindset began immediately upon arrival. Her goal is for the district to be able to offer 1:1 devices to students as soon as

possible. She constantly pushes her leadership team and principals to be “Future Ready” and to empower students with 21st Century skills. The position of Executive Director of Innovation and Partnerships was created Fall 2018 specifically to move this work forward. Among many other projects, GBSD is in the process of designing and building a “Tomorrow Bus” that will essentially be a STEM lab on wheels that can visit all GBSD schools and other parts of the community.

As an additional example of the district’s commitment and capacity to maximize the grant benefits is that GBSD recently contracted with Modern Teacher. Modern Teacher was founded to enable Digital Convergence, the fundamental shift from the traditional classroom toward modern learning environments. Modern Teacher has developed a framework and tools to support districts in their transition. This project will provide professional learning for administrators and teachers across the district.

The implementation of the initial TechSmart Initiative grant shows GBSD’s capacity and commitment to technology-based projects. In that project, GBSD invested in making two elementary schools technology pilots. Those schools were given instructional equipment such as interactive boards for every classroom, 1:1 with student devices, and significant professional learning support through coaching. The learning from that project has been instrumental in planning and roll-out of technology in other GBSD schools. GBSD has continued to fund two elementary Innovation Coaches even though the grant funding has stepped down significantly. They are now supporting other buildings as well and scaling up the work from the pilot schools.

VII. Replicability

As mentioned in the prior section, Superintendent Perera is passionate about GBSD becoming a leader in innovation and modern learning environments. The GBSD School Board shares that vision. There is an absolute expectation for the Teaching and Learning and Technology Services departments to move in that direction quickly. That being the case, the Director of Technology Services has been dedicated to a technology purchase, maintenance, and replacement plan that is shared with the School Board regularly.

As demonstrated through the work in the initial TechSmart grant, GBSD is invested in collaboration and idea sharing. One of the most powerful ways GBSD creates sharing/collaboration opportunities is through the Technology Walks. Technology Walks are facilitated by the Innovation Coaches. They allow teachers to have a substitute cover their class while they visit other schools and classrooms where teachers are implementing innovative uses of instructional technology to enhance learning. The Coaches then follow up the visits by supporting teachers in their own classrooms as they try out new ideas. The Innovation Coaches collaborate with Reynolds and Beaverton school districts in this endeavor as well, so teachers get to see classrooms not only across all levels of the district, but in other districts. GBSD fully intends to continue this practice as this grant project moves forward.

GBSD had the opportunity to share its experiences and learnings about instructional technology and practices at the 2018 and 2019 TechSmart Initiative Shared Learning Event.

IX. Budget

Line Item Budget

Cost Category	Grant Funds	Match Funds	Total
Personnel	137,000	717,500	854,500
Education and Training	0	25,080	25,080
Travel	0	3,000	3,000
Contractual	0	0	0
Equipment/Software	547,600	180,000	727,600
Infrastructure/Facilities	0	0	0
Miscellaneous	0	0	0
Overhead costs	22,188	22,188	44376
Total	706,788	947,768	1,654,556

Budget Narrative

Personnel

Secondary Innovation Coach: The coach will spend 100% of his/her time providing support for the effective use of technology as a tool to improve and enhance instruction. That support will include, but is not limited to: individual coaching, group coaching, small or large group professional learning opportunities, development of on-demand professional learning supports, coaching support at the school or district level to support development of processes and systems. This coach will work primarily with 5 middle schools with general education, Special Education and English Language Development teachers.

Based on 100% of an average annual salary of \$110,000 including benefits for three school years.

Grant: \$0

Match: \$330,000

Digital Curriculum Implementation Support Specialist: The Digital Curriculum Support Specialist will work as a staff member within the Technology Department. The position will be full-time for supporting the Embedding Technology in Middle School Math project. In the first grant year and minimally the following two school years, the Specialist will set up, program, and customize the curriculum programs, software/apps management systems and technology for teachers and student use, create needed data-bases, and develop data-sharing agreements. The position will also test and recommend purchases for security and privacy software. For the match portion for the position, the position will provide initial and ongoing parent and teacher training for technology use and identify, validate and disseminate information about promising and effective practice around specific technical aspects of digital tools and curriculum. Based on an average annual salary of \$80,000 including benefits for 3 school years.

Grant: \$100,000 (75% year one; 25% in each of the two following years)

Match: \$140,000 (25% Grant Year One; 75% in each of the two following years)

Mathematics Instructional Coach: The Mathematics Instructional Coach supports math instruction in the five middle schools and two high schools. She spends approximately 75% of her time supporting middle

school mathematics. She is involved in all aspects of professional learning around mathematics curriculum, assessment, and instructional practices. Based on 75% of an average annual salary of \$110,000 including benefits for three school years.

Grant: \$0

Match: \$247,500

Technology Services Desk Coordinator: The Tech Service Desk Coordinator is responsible for procuring, cataloguing, and ensuring delivery for new technology purchased through this grant. She will dedicate 10% of her time in Grant Year One and 5% in each of the two following years to the grant-funded technology. Based on an average annual salary of \$85,000 including benefits.

Grant: \$17,000

Match: \$0

Network Services System Administrator: The Systems Administrator is responsible for all network and systems management, as well as tier 2 and tier 3 network technical support. The Systems Administrator will dedicate 10% of his time in Grant Year One and 5% in each of the two following years to setup and manage student and staff account authorization and Single Sign-On services specific to the grant. Based on an average annual salary of \$100,000 including benefits.

Grant: \$20,000

Match: \$0

Education and Training

Teacher Professional Development: Substitute teachers will backfill classrooms for the math teachers to participate in professional learning that takes them out of their regular teaching assignments. This opportunity will be offered for two days of release time per middle school math teacher per year of the grant. Based on the cost of \$220 per day, per substitute teacher -2 days per year for 19 teachers (\$8,360) for 3 school years.

Grant: \$0

Match: \$25,080

Travel

Travel expenses and mileage: Costs associated with both out-of-district travel for professional learning and in-district travel for Secondary Innovation Coach, Secondary Math Coach, and Digital Curriculum Specialist to support coaching and support in multiple school sites. Based on standard district reimbursement rates. \$1,000 per year for 3 school years

Grant: \$0

Match: \$3,000

Equipment/ Software

Classroom Instructional Equipment Bundles: This includes classroom instructional technology equipment bundles for all math classrooms, the special education classroom, and the ELD classroom in each of the five middle schools. Classroom instructional technology bundles for classrooms include: an

interactive flat panel and cost for installation, software for interactive panel, audio amplification system, Apple TV, and an instructional staff laptop.

Based on a bundle cost per classroom of \$5000 per classroom for 34 classrooms
 Grant: \$170,000 (all math, SpEd and ELD classrooms)
 Match: \$0

Student Devices: Based on \$8400 for a lockable, portable charging cart with 36 chromebooks in each of the 34 middle school math, SpEd and ELD classrooms, one backup per building.

Grant: \$327,600
 Match: \$0

Device Management Software: Annual subscription fee for device management tool designed to keep students safe online and engaged in the assigned learning tasks. Estimate for 3 years for 2500 students at approximately \$7 per student.

Grant: \$50,000
 Match: \$0

iReady Online Curriculum: Annual subscription fee for the iReady online service. Cost based on \$20 per student, per year for 3,000 students in grades 6-8 (\$60,000) for 3 school years.

Grant: \$0
 Match: \$180,000

Overhead Costs

Overhead Costs: The standard district 6.45% indirect cost of administering grants by the GBSD business services and other departments.

Based on a grant amount of \$688,000 (prior to applied indirect costs)
 Grant: \$22,188
 Match: \$22,188

GBSD Statement of Matching Resources

Total Match Resources by School Year - Total: \$947,768

	Matching GBSD Funds	2019-2020	2020-2021	2021-2022	Totals
Personnel	6-8 Instructional Technology Coach	110,000	110,000	110,000	330,000
Personnel	Digital Curriculum Implementation Support Specialist 25%, 75%, 75%	20,000	60,000	60,000	140,000
Personnel	75% of a 6-12 Math Support TOSA/Coach	82,500	82,500	82,500	247,500
Education and Training	Professional Development for teachers	8,360	8,360	8,360	25,080
Software	Purchase of iReady subscriptions (@20 per 3000 student per year)	60,000	60,000	60,000	180,000

Travel	Travel Cost for Instructional Tech Coach	1,000	1,000	1,000	3,000
Overhead	Overhead Costs (Indirect)	7,396	7,396	7,396	22,188

EXHIBIT 1 – GBSD PROJECT IMPLEMENTATION PLAN

Math Matters TechSmart Initiative Year 1 -2019-2020																
Project Component	LEAD	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Professional Learning																
Technology Walks (in collaboration w/ Reynolds SD)	SITC/EITC															
Collaboration Walks	SMC/EMC															
Teachers participate in PLT (twice month)	BP/ASTL															
PL Provided specific to support in Els in Math	SMC/DEL															
District-Wide Professional Learning Days (Math and Tech)	DTL/BP/SMC/EMC/SITC/EITC															
Teacher Innovation Tech Summer Camp	SITC/EITC															
Instructional Tech Coaching Available for Teachers	SITC/EITC															
Math Coaching Available for Teachers	SMC/EMC															
Technology Management																
Purchase and intake of instructional equipment	DTS															
Teachers receive devices and accounts	DTS/DCIS															
Purchase and intake of student devices	DTS/DCIS															
Student/Teacher Device setup (Accounts, security, etc.)	DTS/DCIS															
Classroom Technology Setup/Testing	DTS/DCIS															
Maintenance of equipment, networks, and devices	DCIS/DTS															
Management of Student/Teacher Accounts	DCIS															
Data Analysis and Evaluation																
Teacher Survey	PRE/SITC/EITC															
Teacher Interviews	PRE															
Classroom Observations	SITC/EITC/SMC/EMC															
iReady Diagnostic Data	DCIS/DTL/SMC/EMC															
iReady Usage Data Reports	DCIS/DTL/SMC/EMC															
Smarter Balanced Assessment	ASTL															
Submit TechSmart report	DTL															
PRE Evaluation Reports Published	PRE															
Family and Community Involvement																
Math focused listening & support session w/ families	DEL															
Math focused workshop for families	DEL/DTL															
Collaboration with Migrant Programs and SUN for timely communication with families	DEL															

Math Matters TechSmart Initiative Year 2/3 -2020-2022

Project Component	LEAD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Professional Learning													
Technology Walks (in collaboration w/ Reynolds SD)	SITC/EITC												
Collaboration Walks	SMC/EMC												
Teachers participate in PLT (twice month)	BP/ASTL												
PL Provided specific to supportin Els in Math	SMC/DEL												
District-Wide Professional Learning Days	DTL/BP/SMC/EMC/SITC/EITC												
Teacher Innovation Tech Summer Camp	SITC/EITC												
Instructional Tech Coaching Available for Teachers	SITC/EITC												
Math Coaching Available for Teachers	SMC/EMC												
Technology Management													
Maintenance of equipment, networks, and devices	DCIS/DTS												
Management of Student/Teacher Accounts	DCIS												
Data Anaylsis and Evaluation													
Teacher Survey	PRE/SITC/EITC												
Teacher Interviews	PRE												
Classroom Observations	SITC/EITC/SMC/EMC												
iReady Diagnostic Data	C/DTL/SMC/EMC												
iReady Usage Data Reports													
Smarter Balanced Assessment	ASTL												
Submit TechSmart report	DTL												
PRE Evaluation Reports Published	PRE												
Family and Community Involvement													
Math focused listening & support session w/ families	DEL												
Math focused workshop for families	DEL/DTL												
Collaboration with Migrant Programs and SUN for timely communication with families	DEL												

ASTL =Assistant Superintendent of Teaching and Learning
 BP= Building Principals
 DCIS = Digital Curriculum Implementation Specialist
 DEL-Director of English Learner Programs
 DTL = Director of Teaching and Learning
 DTS = Director of Technology Services/ Tech Service Staff
 EITC= Elementary Instructional Technology Coach
 EMC = Elementary Math Coach
 PRE= Pacific Research and Evaluation
 SITC = Secondary Instructional Technology Coach
 SMC = Secondary Math Coach

COVER SHEET – AGENDA ITEM #R3

For Commission Meeting: September 23, 2019

“Community Technology Grant Agreements: Multnomah County Library”

Recommendation

Staff recommends that the Commission approve the Community Technology Grant agreement with Multnomah County Library for \$19,196.

Background

At its June meeting, the Commission selected 8 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff engaged all 8 applicants in a process to complete full grant applications and contracts. One applicant, Open Signal, has since withdrawn its application due to changes in staff capacity.

MHCRC staff has reached agreement on a final grant application and contract with Multnomah County Library and recommends approval at the September 23 meeting.

Since 2016, the Library, in partnership with MetroEast Community Media and Free Geek, has been providing free digital literacy training to under-served populations throughout Multnomah County. Through follow up surveying of program participants, the Library learned that cohorts that completed the curriculum on computers using the Chromebooks (the devices used by the Library to teach basic digital literacy) reported greater difficulties using the computers given to them by Free Geek because the free computer they received at the end of the session functions using a different operating system. Switching to a different operating system for the last class is jarring for participants and follow up surveys demonstrated that difficulties with the switch persisted three months after the final class. In order to provide participants with a consistent experience and feel comfortable using their new laptop, the Library will use grant funding to build a laptop teaching kit that utilizes the same operating system (Linux) as the free computers given to participants.

The Commission unanimously agreed to move this Pre-Application forward in the granting process. There are no significant changes to the grant request.

	Grant Request	Total Project Budget
Pre-Application	\$18,462	\$53,462
Final Application	\$19,196	\$45,744

As part of the normal grantmaking process, Comcast is given the opportunity to review all final grant applications and contracts prior to staff moving the contracts forward for Commission consideration.

Attachment: Draft Community Technology Grant Agreement

Prepared By: Rebecca Gibbons

September 17, 2019

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Multnomah County Library (Grantee) (together referred to as the "Parties").

RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds for the Grantee's Welcome to Computers Teaching Kit project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$19,196 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

2. Project Manager

The Commission's Project Manager shall be Rebecca Gibbons or such other person as shall be designated in writing by the OCT Community Technology Program Manager.

3. Payments

Grantee shall submit periodic invoices for reimbursement of actual capital costs incurred by Grantee related to the approved Grant budget.

Grantee shall use its best efforts to submit invoices for grant-funded expenses incurred in any July 1-June 30 period (the Commission's fiscal year) to the Commission according to the following timeline in each year of the grant in which expenses occur:

- In fiscal year Quarter 1 (July 1 – September 30), Quarter 2 (October 1 – December 30) and Quarter 3 (January 1 – March 31), submit invoices incurred during a quarter no later than 45 days after the close of each fiscal quarter.
- In fiscal year Quarter 4 (April 1-June 30), submit any invoices for grant-funded expenses incurring through May 30 by June 15, provide an estimate of anticipated grant-funded expenses incurred during the month of June by June 25, and an invoice for any grant-funded expenses incurred in the month of June by August 15.

Grantee shall submit invoices online through the Commission's online grants management system using the claims module. The invoice, uploaded as an attachment to the grants management system claims module, shall be on Grantee's letterhead, signed and dated by an authorized representative of Grantee, addressed to "MHCRC c/o City of Portland", and include the title of the grant project, the total amount requested for reimbursement and an invoice

number. Grantee must also complete an expense line item, an expense report and attach supporting documentation through the grants management system in order to complete and submit the invoice to the Project Manager for review. Supporting documentation shall include copies of receipts or other evidence of payment, for the capital cost amount claimed in the invoice. The Project Manager, at her/his sole discretion, may require additional financial documentation of Grant expenditures.

Upon submission by the Grantee of an invoice, and upon certification by the Project Manager that the invoice is in accordance with this Agreement and any restrictions upon use of the Grant funds, the Commission shall pay to the Grantee the amount as specified in the invoice, not to exceed the total Grant amount, within thirty (30) days from date of the invoice. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reasons for the disallowance and non-payment.

All invoices for Grant project capital costs must be received by the Commission no later than March 31, 2022 in order to be paid under the Agreement terms. No invoices shall be accepted after this date.

4. Financial Records

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Resources committed by Grantee and Project Partners for the Grant. Grantee shall maintain all financial records related to the Grant for one (1) year after the termination of this Agreement. Grantee shall provide the Commission prompt access to these records upon request and permit copying as the Commission may require.

5. Reports

Grantee shall submit Interim Status Reports and a Final Status Report (collectively referred to as 'Report(s)') to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. An example of the range of report information collected is attached to this Agreement as Attachment 2. For a Report to be acceptable to the Project Manager, the Grantee shall document and clearly describe the progress of the grant scope in accordance with the reporting schedule defined below.

Interim Status Reporting periods are October 1, 2019 through December 31, 2019; January 1, 2020 through June 30, 2020; July 1, 2020 through December 31, 2020. Interim Status Reports are due within thirty (30) days of the end of each reporting period.

Grantee shall submit a Final Status Report no later than March 31, 2021.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may

result in Grantee's inability to fulfill the Grant project as originally submitted and approved by the Commission.

Grantee shall also provide other financial or program reports as the Commission deems reasonably necessary or appropriate. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are related to this Agreement or Grantee's performance of services available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

6. Project and Fiscal Monitoring

The Commission and the Project Manager shall monitor the Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but are not limited to, on site visits at reasonable times, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Grant. The frequency and level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

7. Audit

Because Commission grant funds are derived from the cable services franchises in Multnomah County, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of capital grant funds is in accordance with the requirements of cable franchises related to use of capital grant funds. If the Commission receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Commission's Project Manager shall notify Grantee within 5 business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made available by Grantee. The Commission's Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

Any publicity shall indicate that the project was made possible by a Grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by

implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project in compliance with all applicable laws.

11. Indemnification

Subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 9, and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Grant. Neither party shall be liable for any loss, damage, claim, or demand arising from the negligence of the other party or its agents or employees.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective on September 23, 2019, unless Grantee fails to sign and return the Agreement to the Commission within thirty (30) days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, May 31, 2021.

15. Early Termination of Agreement

This Agreement may be terminated prior to the expiration of its term by:

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred; or
- (b) Mutual written agreement of the Parties.

Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Grantee shall immediately cease all activities under this Grant, unless expressly directed otherwise in writing from the Commission in the notice of termination. Further, upon termination, the Commission and/or Grantee shall deliver to the other party all works-in progress and other property that are or would be deliverables had the Grant been completed. Grantee shall be entitled to receive reasonable compensation as provided for under this Agreement for any satisfactory work completed up until the time of notice of termination.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement.

Notice and Opportunity to Cure. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action. Grantee shall have thirty (30) days from the date of the written notice to cure the breach. If the breach is of such nature that it cannot be completely cured by Grantee within the thirty (30) day period, then Grantee shall submit a cure plan to the Project Manager no later than fifteen (15) days from the date of the written notice. Grantee's cure plan shall include actions, steps, and a time period to cure the breach. Grantee must obtain written consent from the Project Manager to proceed with a cure plan under an extended cure period.

No Payment During Cure Period. During the cure period or extended cure period, the Commission is under no obligation to accept or pay invoices submitted by Grantee under this Agreement. Grantee shall not perform services or take actions that would require the Commission to pay grant funds to Grantee without the written consent of the Project Manager. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

Cause for Termination. If Grantee fails to cure the material breach within thirty (30) days of the written notice of termination, or if Grantee does not receive consent from the Project Manager to proceed with a cure plan and executes the cure plan satisfactory to the Project Manager, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of

Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall immediately suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

Commission and Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

The parties agree the Commission and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rebecca Gibbons, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
P.O. Box 745
Portland, OR 97207-0745
Email: rgibbons@mhcrc.org

If to Grantee:

Attn: Jon Worona, Director of Digital Strategies
Multnomah County Library
205 NE Russell St
Portland, OR 97212
Email: jonrw@multcolib.org

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Welcome to Computers Teaching Kit

GRANTEE SIGNATURE:

GRANTEE: Multnomah County Library

BY: _____ Date: _____

Name: _____

Title: _____

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Attorney



Application

00959 - 2019 Community Technology Grants

01121 - Welcome to Computers Teaching Kit

Community Technology Grants

Status:	Submitted
Original Submitted Date:	08/10/2019 5:46 PM
Last Submitted Date:	09/12/2019 5:16 PM

Primary Contact

Name:	Mr.	Brian		McGuirk
	Salutation	First Name	Middle Name	Last Name
Email:	brianmc@multcolib.org			
Phone:*	503-577-8792			
	Phone		Ext.	
Title:				

Organization Information

Organization Name:	Multnomah County Library		
Organization Type:	Non-Profit Entity		
Tax ID			
Organization Address:	205 NE Russell St		
City*	Portland	Oregon	97212
	City	State/Province	Postal Code/Zip
Phone:	503-988-5496		

Executive Summary

[Executive Summary](#)

The Executive Summary is your opportunity to introduce your project.

Together Multnomah County Library, MetroEast Community Media and Free Geek provide free multi-week digital literacy training at community organizations and libraries across the Portland metro area under the program name Welcome to Computers (WTC hereafter).

The audience we serve is defined by the City of Portland/Multnomah County's Digital Equity Action Plan: folks who don't have a working device and lack basic computing skills (for example, they don't feel comfortable using a keyboard). We have served adults of all ages, primarily women of color, seniors, folks with disabilities, and the immigrant and refugee community. From October 2016 through July 2019 WTC served over 330 participants including 220+ with a preferred language other than English and over 300 participants with household incomes under \$30,000 annually. Participants are recruited through outreach to public housing providers, organizations serving immigrants and refugees, and other community-driven service groups. We work with these groups to facilitate participant attendance by providing support such as childcare and meals for participants during class sessions. Participants served by these organizations face barriers to accessing the internet due to the high price of devices to connect to the internet and the price of regular internet access. Through current grant funding Free Geek budgets 150 laptops to give away each program year and Multnomah County provides teaching for approximately two thirds WTC cohorts which comprises between 30-40 digital literacy classes taught each year for the program.

The program curriculum is ideal for beginners. The curriculum begins with using a keyboard and mouse, and covers navigating an operating system and internet browser, safety basics, online search, and popular websites. The final session teaches learners with their own personal laptop they take home and includes instruction on how to keep it updated, connect to the internet, and provides basic information about the Linux Mint operating system. Participants also receive 1 year of technical support. The combination of digital literacy, access to a laptop, and ongoing technical support are critical to addressing digital divide issues for participants. With their new laptops and new skills, participants are positioned to access the internet, keep in better touch with their families, pursue further education, and search for jobs.

Through follow up surveying of WTC participants who have completed the program the WTC partners learned that participants in cohorts who completed the curriculum on computers using the Chromebooks used by the Library report greater difficulties with their new computers than those who went through their classes that were taught with the Linux Mint operating system. Switching to a different operating system for the last class is jarring for students and follow up surveys demonstrate the difficulties with the switch persist three months after the final class. WTC participants need consistent experience with an operating system to feel comfortable with their new laptops.

With grant funds, Multnomah County will purchase, build, and use a Linux laptop teaching kit for teaching WTC classes in Multnomah County Library branches. The teaching kit will give students familiarity with the Linux Mint operating system earlier in the program and provide more comfort with the laptops they receive from Free Geek upon completing the program. Multnomah County Library will also gain experience in supporting Linux users learning and use of their new laptops. After purchasing the kit, the Library will teach forty participants through four WTC cohorts at library branch locations with the kit. After these cohorts are complete the WTC partners will review program surveys of participants to determine if the consistent operating system experience leads to better outcomes for participants through the program and at three months after classes are complete.

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Project Narrative

Total Grant Funds:	\$19,195.99
Total Match Funds:	\$26,548.12
Total Funds:	\$45,744.11
Cable System Technology Use	I-Net
Proposed Technology	Interactive data over I-Net

Project Purpose

In defining the project purpose, applicants must:

When taught by the Library, Welcome to Computers is four sessions of digital literacy training followed by one session taught by Free Geek where participants receive a laptop to take home with them and learn how to personalize and maintain it. Prior to the start of a new Welcome to Computers program year, the Library and Free Geek meet to discuss the prior year and to begin planning cohorts for the upcoming program year. This process includes outreach to community based organizations who have previously participated in the program in addition to new partnerships with organizations the partners have learned about through the Digital Inclusion Network or organizations who have learned of the program and would their clients participate. This pre-planning includes the partners working with organizations to identify the needs for their participants to be successful in completing Welcome to Computers. The CBOs and Welcome to Computers partners work together to develop solutions to meet these identified needs. In past cohorts these solutions included meals for participants, childcare, make up classes, compressed schedules for participants who are unable to commit to multiple weeks of training, and other accommodations to assist participants in participating fully in the program.

After forming a calendar for the next year of cohorts, the Welcome to Computers partners begin providing training and distributing laptops with their community partners. A Welcome to Computers cohort begins with a Free Geek registration form and a survey of the participants which includes questions about their comfort using a mouse and keyboard, cutting and pasting text, finding information on the internet, accessing email, and communicating with friends and family. Participants then begin a series of classes tailored to the needs of they express via the survey. Most cohorts have class sessions of keyboarding and mouse use, learning the parts of the computer, internet browsing and searching, email use, privacy and security, and library services. After the Library provides its digital literacy sessions Free Geek teaches the final session which is an orientation to the participants' new laptop including information on how to keep the operating system up to date, how to access low cost internet through Comcast Internet Essentials, and how to receive technical support from Free Geek. After the session is complete, participants are surveyed again on their comfort with the tasks surveyed at the start of the program including email, internet use, and other common computer based tasks. They are also given information about Comcast Internet Essentials program. Welcome to Computers sessions taught by the library are currently taught on Chromebooks while the Free Geek laptops participants use in the final session and take home uses the Linux Mint operating system. Participants taking most of their sessions on Chromebooks report less comfort with computer based tasks on the second survey when compared to participants who have taken all of their sessions on Linux laptops and this comfort gap remains when the participants are surveyed three months later. Free Geek instructors also report that students are able to get through more material when they have taken all of their sessions on laptops with Linux Mint installed.

To address the difficulties resulting from an operating system switch between classes, Multnomah County Library in Partnership with Multnomah County Assets (IT) and support from Free Geek will purchase and maintain a Linux laptop teaching kit for teaching Welcome Computer classes taught in the library. This kit will include 13 laptops (12 for students, 1 for the instructor), Pelican cases to transport laptops, mice, extra charging cables, and a projector for instruction. The kit will reside at Central Library but can be sent between the library's locations when they host Welcome to Computer class sessions or brought to partner sites that utilize the I-Net. After receiving grant funding, procuring equipment, and setting up the teaching kit the Library will teach four cohorts of Welcome to Computers with the kit. These cohorts will all take place in library branches. Welcome to Computers cohorts taught by the grant will include Russian speaking cohorts at the Midland branch library and we will look for opportunities to teach in other languages as we plan our upcoming program year. Participants in these cohorts will take the Welcome to Computers curriculum and the Welcome to Computers partners will compare progress measured in surveys given at the first and final sessions and a telephone survey given three months after the final Welcome to Computers session to survey responses from participants who took four out of five of their sessions using Chromebooks to ensure the new kit is achieving its goal to give program participants the best possible instructional experience while providing greater comfort with using their new laptops. The Welcome to Computers partners will also meet at least once to begin collaborating on a shared Linux-based curriculum during the course of the project.

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Evaluation Plan

How will you evaluate progress toward and achievement of the projects anticipated outcomes?

The evaluation plan should include evaluation questions, strategies or methodologies to collect data in order to answer the questions and steps to document findings and lessons learned.

Free Geek surveys Welcome to Computers participants at three times: At the first class, in the final class, and at three months following the participants' final class. The first two surveys are computer based and allow learners to describe tasks they feel comfortable using a computer for. In addition to receiving a new laptop, learners in the program also receive a year of technical support provided by Free Geek. A review of learner's interactions with technical support may yield additional insights. To evaluate progress towards the project's anticipated outcomes the Library and Free Geek will include additional survey questions focusing on Welcome to Computers participants' comfort and competence with their laptops and the operating system for the final class and the telephone survey given three months after the final class. Additionally, the program will track support calls to Free Geek by Welcome to Computers participants and track the operating system they used during their initial four classes as some participants participating in library-taught Welcome to Computer classes will still use Chrome notebooks when classes are taught outside the library. Student feedback will be compared to see if students report more confidence and competence with their new laptops. The survey will evaluate the project outcomes of increased learner competence and confidence with their new laptops discussed in the project outcomes section.

In addition to surveying learners, Free Geek performs an annual summative program evaluation of Welcome to Computers at the end of their fiscal year each October for a report to their board. This program evaluation will evaluate the project outcome of how the Welcome to Computers partners collaborated on a shared curriculum while also providing a program-wide context for the results of the Library-taught classes.

(This field has a character limit of 8000)

Project Partners

A "Project Partner" is defined as an organization that supplies cash or in kind resources and/or plays an active role in the planning and implementation of the project. You should present who your Project Partners are, their respective roles in the project, and specific contribution each partner will make to the project in the form of financial support, equipment, personnel, or other resources.

Free Geek

Free Geek is the Library's primary partner for Welcome to Computers. In their usual role Free Geek works with the Library to find community partner organizations to send their clients in order to form Welcome to Computers cohorts. Free Geek refurbishes donated laptops that are given to participants after they complete their final class. These laptops come with a year of warranty and technical support. Finally Free Geek surveys participants at the first and last classes of Welcome to Computers and gives a follow up telephone survey at approximately three months after the last class to track the success of the program.

In addition to the support described above Free Geek also supports Welcome to Computers by providing services needed for the final class including food, childcare, and technology support such as internet hotspots to ensure a good experience for the final class.

Specific to this grant, Free Geek has offered Linux Support at a cost of \$40 per laptop for 6 months. This support includes:

- A preparatory quality check on the computer.
- A clean installation of Linux Mint
- A post-work quality check
- 6 months of software-only support

Depending on operating system installation capabilities of our laptop vendor the Library may not use the installation portion of the laptop support.

MetroEast Community Media

The Library will work with Metro East Community Media in partnership with Free Geek to adapt its curriculum to match screenshots and other Linux Mint specific teaching for the library's sessions. The partners will explore opportunities to teach additional Linux specific material prior to the final session.

(This field has a character limit of 4000)

PROJECT FEASIBILITY SECTION includes: Technical Design, Implementation Plan, Organizational Capacity and Project Budget (see Final Application Budget form)

Technical Design

The Technical Design should specify in detail the proposed technology and equipment to be employed; the rationale in selecting the particular technology; how the technical design supports the projects use of the community access channels and/or the I-Net; and the plans for maintaining and upgrading the system or equipment in the future.

Multnomah County Assets will procure 13 laptops, two rolling laptop travel cases, a projector, and charging accessories for the laptops. The laptops and projectors will be used to give information literacy trainings given by Library staff while the cases and charging accessories are for the transport, protection, and ongoing upkeep of the laptops. County Assets is planning to install the Linux Mint operating system for the purchased laptops. Linux software support will be provided via a 6-month warranty for each laptop purchased from Free Geek.

The rationale in choosing the technology hardware and associated equipment for this project is based on both feedback from prior participants in the Welcome to Computers program and the experience of running the program for three years. The laptops, rolling cases, and projector (in addition to already purchased mobile hotspots) allow the kit to travel to library branches and community partner sites in order to provide information literacy training in spaces that might not have computer teaching facilities available. The choice of the Linux Mint operating system is based on program feedback indicating that students who remain on the same operating system throughout their training have better outcomes, experiences, and satisfaction with their new laptops than students who have to switch between operating systems near the end of the program.

(This field has a character limit of 10000)

Proposed Project Start and End Date:

Projects may include timelines of up to 36 months.

Proposed Start Date (month/year) 10/2019

Proposed End Date (month/year) 02/2021

Implementation Plan

The Implementation Plan should include major tasks and milestones in addition to detailed tasks needed to successfully implement the project.

September 2019 - December 2019

The project begins with County Assets procuring the materials in the laptop kit. County Assets has determined they cannot purchase laptops with Linux Mint installed, but they have identified that they can install the operating system once the laptops are received. Once Linux installation is complete and network profiles are installed on the laptops the support contract with Free Geek will begin. During this time the Library will work with Metro East Community Media to adapt its curriculum to match screenshots and other Linux Mint specific teaching for the library's sessions. The curriculum for MetroEast and the Library is largely browser based so these changes will not require a complete curriculum rewrite. The library will also seek out Linux specific training through instruction at Free Geek so the laptops can be maintained and instructors can navigate Linux to support students during digital literacy classes.

December 2019 - November 2020

This phase of the project will consist of the Library teaching four Welcome to Computers Cohorts in Library location or at partner sites utilizing the INET. The library already has a Russian-speaking cohort planned for this time period and these classes have previously been taught on Linux laptops provided by Free Geek. The Library's Digital Equity and Learning Librarian will assist in these classes to gain greater familiarity with teaching in Linux during this cohort. Participants in these cohort in all four cohorts will take the same program pre, post, and 90-day surveys as all Welcome to Computers cohorts. County Assets and Free Geek will support the hardware and administration needs of the Linux Laptop Kit during this period

January 2020-March 2020

The Library will conduct an evaluation of the project through a review of Welcome to Computers survey feedback, interviews with Community Based Organizations, and project partners Free Geek and Multnomah County Assets to determine if using the Linux Laptop Kit closed the satisfaction and comfort gap reported by past Welcome to Computer participants. This evaluation will also determine if the Library and County Assets can support a Linux Laptop kit on an ongoing basis and if the Library will move all Welcome to Computers programming to the Linux Laptop kit or if other changes are needed for the Library's approach to the kit before moving all Welcome to Computers digital literacy training to Linux Mint for all participants.

(This field has a character limit of 21000)

Organization Capacity

The applicant should demonstrate the Organization's capacity to successfully integrate the project into the organization.

Multnomah County Library will begin its 4th program year of Welcome to Computers in October 2019 and has been teaching Welcome to Computers (formerly Earn a Computer) utilizing a laptop kit supported by County Assets since 2016. The library has good experience keeping the laptops stored safely and continuously charged in addition to transporting laptops to teaching locations. Since the original application submission, we have expanded eligible classes for welcome to computers to all classes taught by the library's Public Training Team and Technology Training Volunteers at library branch locations.

The Library's experience with Linux is limited to assisting with configuring Welcome to Computers participants' laptops during the final session of a cohort. Through this assistance the Library is familiar with installing software updates on Linux laptops and navigating tasks required for teaching Welcome to Computers programming. The library will utilize Free Geek support to put these updates on a regular schedule. County IT has an established relationship with the vendors for all parts of the kit and has assembled and supported a Chromebook kit with similar components previously. County IT has not maintained a Linux laptop kit previously and will collaborate with the Library and Free Geek as necessary to support the new kit. County IT currently supports Chromebooks, Windows Desktops, circulation kiosks, and other library hardware and their presence on county networks including wireless networks. Free Geek support of Linux Mint is available through a support desk from 9 AM - 6 PM Tuesday-Saturday and includes the ability to provide support remotely by connecting to the user's computer.

(This field has a character limit of 5500)

Measurable Project Outcomes

What project outcomes do you hope to achieve for the identified community or targeted beneficiaries through the use of the proposed technology?

1. Increased Learner Confidence With Their New Computer: In Welcome to Computers most recent year of programming follow up surveys revealed that 35% of participants who took Welcome to Computers programming on Chromebooks had concerns about their new computer that may be alleviated with a better orientation to the Linux Operating system. By taking Welcome to Computers classes on Linux laptop from we expect to see the 35% for Multnomah County Library Welcome to Computers students number drop to 15% or lower.
2. Increased Material Covered in the final Welcome to Computers Session: Free Geek instructors the the final Welcome to Computes Class report that learners using Chromebooks get through less of the final class session's material than learners who used Linux laptops. We expect learners in the library's Linux Laptop Kit cohorts to complete the same or a similar amount of laptop and Linux orientation material as MetroEast and other cohorts that take Welcome to Computers classes using the Linux operating system. This goal will be measured through Free Geek instructor feedback.
3. Opportunities to Collaborate on Curriculum: In addition to Multnomah County Library, Free Geek also partners with Metro East Community Media to deliver the Welcome to Computers Curriculum. Metro East teaches Linux Mint in their sessions and with all three partners teaching the same operating system there is an opportunity for greater sharing of curriculum, techniques, and collaboration between program partners in a process of continuous improvement. During the grant period the partners will meet at least once to begin development of a shared curriculum utilizing Linux Mint.

Budget Narrative

Budget Narrative

PERSONEL:

Project Director: The Project Director will oversee all aspects of the grant project.

Responsibilities will include ensuring that budget and timeline targets are met, planning and teaching the four Welcome to Computers cohorts that utilize the Linux Laptop kit, arranging for support of the laptops as issues arise, ensuring collaboration between the Welcome to Computers Partners, grant tracking and reporting, and documenting procedures developed during the life of the grant. The Project Director will work 132 hours over the course of the grant. Based on salary with fringe benefits equivalent to an hourly rate of \$53.21 the cost to the project will be \$7023.72.

Grant Funds: \$0

Match: \$7023.72

Position: Content Strategy Director: The content strategy director will supervise the work of the Project Director and IT staff, is the Library's Executive Management Team Sponsor for this project, and will provide project management expertise while authorizing library expenditures in support of the project. The Content Strategy Director will work 20 hours over the course of the project. Based on salary with fringe benefits equivalent to an hourly rate of \$ 92.36 the cost to the project will be \$1847.20

Grant Funds: \$0

Match:\$1847.20

County IT Networking Staff. Responsibilities include setting up network profiles to the Linux Teach Kit's laptops which will allow them to connect and access the library's wireless networks. The networking staff will work 40 hours over the course of the project. Based on average salary with fringe benefits equivalent to an hourly rate of \$86.64 the cost to the project will be \$3,465.60.

Grant Funds: \$0

Match: \$3465.60

IT Desktop Support Staff. Desktop support will manage the Linux laptops in the teaching kit in much the same way they manage the Chromebooks in our Chromebook teaching kit. Tasks will include: ordering equipment through an approved vendor, installing Linux Mint on the laptops, ensuring that the devices are operational and free from issue by responding to escalated support requests, and network connection support. Desktop support will work 20 hours over the course of the project. Based on salary with fringe benefits equivalent to an hourly rate of \$56.29 the cost to the project will be \$1125.80

Grant Funds: \$0

Match: \$1125.80

CONTRACTUAL

FREE GEEK

Free Geek will work in partnership with the Library to identify Welcome to Computers community based organizations that provide students in need of classes. Also for welcome to computers cohorts Free Geek will:

- Refurbish laptops
- Provide refurbished laptops to participants completing Welcome to Computers classes.
- Provide food and childcare as needed for their teaching of the final session.
- Survey Welcome to Computers participants at the first and final classes and three months after the completion of Welcome to Computers program.
- Provide one year of technical support to each laptop distributed through Welcome to Computers programming.

At a price of \$240 per student for 48 students the total cost of Free Geek provided computers and services for students participating in the Welcome to Computers programming for this grant is \$11,52

Provides support contracts for 6 months which include a number of services that will be helpful for the initial rollout of the Linux Laptop Kit. For a \$40 fee per laptop their service typically includes:

- A preparatory quality check on the computer (this usually involves a keyboard and mouse/trackpad test, hard drive health check, processor stress test, and quick memory test)
- Backing up the existing user data from the computer if desired (as a standalone service, we normally charge \$30 for this but it

is included in the \$40 fee)

- A clean installation of Linux Mint
 - Restoring user data to the computer (if applicable)
 - A post-work quality check (this would usually include checking BIOS settings; running system updates; and testing sound, WiFi, Ethernet, display port(s), USB ports, optical drive, and video drivers)
 - 6 months of software-only support (no hardware warranty or support since the computer did not come from Free Geek)
- Free Geek has also indicated that they would advise the Library on best practices for keeping the Linux laptops up to date and secure. At a price of \$40 per laptop for 13 laptops this support contract will cost the library \$520.

Grant Funds:

Match: \$12040.00

EQUIPMENT

Thirteen Dell 5400 laptops for the Linux Laptop Kit. Based on a quote from a Multnomah County approved equipment supplier, it is estimated that one (1) laptop will cost \$1294.28. Total cost for thirteen (13) laptops estimated at \$16877.64

Grant Funds: \$16877.64

Match: \$0

The Library will purchase 2 Pelican rolling laptop cases to transport laptops to teaching locations. Based on current pricing from the Pelican Store two (2) Pelican rolling laptop cases with foam dividers for laptops will cost \$640.00.

Grant Funds: \$640

Match: \$0

The Library will purchase one projector to aid in teaching Welcome to Computers classes at library locations. Based on current pricing one (1) laptop projector will cost \$189.98.

Grant Funds: \$189.98

Match: \$0

The Library will purchase thirteen (13) mice and thirteen (13) additional charging cables. Based on current price current pricing thirteen (13) mice and charging cables will cost \$968.37.

Statement of Matching Resources

A project will not be considered eligible for funding unless the applicant documents the capacity to supply matching resources of at least 50 percent (50%) of the total project cost.

The Statement of Matching Resources is essential to understanding which project costs identified in the Budget Narrative and the line Item Budget will be supported by the applicant organization and which project cost will be supported by Project Partners.

Matching funds will be in the amount of \$25,422.32 from Multnomah county Library and project partners

- Library Personnel: \$14508.12
- Free Geek In-Kind services including personnel, refurbished computers, Welcome to Computers planning/instruction/services support: \$11520
- Library purchase of Free Geek Support Service Contract: \$520

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$14,508.12	\$14,508.12
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$12,040.00	\$12,040.00
Equipment	\$19,195.99	\$0.00	\$19,195.99

Infrastructure/Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00
Totals	\$19,195.99	\$26,548.12	\$45,744.11

Final Application Signature

Signature of Duly Authorized Representative	Vailey Oehlke
Date	09/12/2019
Title	Director of Libraries
Phone	503-988-5403
E-mail	vaileyo@multcolib.org

Supplemental Material Attachments

File Name	Description	File Size
Free Geek Letterhead.pdf	Free Geek Support Letter	106 KB

Partner Commitment Letter(s)

File Name	Description	File Size
Free Geek Letterhead (1).pdf	Free Geek Partner matching resources letter.	106 KB



Including everyone in our digital future

1731 SE 10th Ave. Portland, OR 97214

503-232-9350

info@freegeek.org

www.freegeek.org

To the Mt. Hood Cable Regulatory Commission:

We are delighted to offer this letter of support for Multnomah County Library's application to the Mt. Hood Cable Regulatory Commission deliver the Welcome to Computers program to community based organizations in the Portland Metro area. Free Geek's mission is to sustainably reuse technology, enable digital access and provide education to create a community that empowers people to realize their potential.

Multnomah County Library(MCL) and Free Geek share a steadfast commitment to digital inclusion. Since 2015, we have worked closely with Brian, Jon, Steph, and the MCL team on closing the digital divide in Portland. By partnering with Multnomah County we are able to better serve underrepresented populations, through the safe and welcoming resource that connects local community with the digital technology that is required to succeed in our rapidly evolving, high-tech world. In this effort, Multnomah County Library has proven to be a responsive, nimble, and thoughtful community partner.

We have partnered with MCL to provide Welcome to Computers, a program that provides low-income adults with multi-week digital literacy training, free refurbished computers, technical support from Free Geek, and referrals to low-cost internet. This program is ideal for computer beginners: The curriculum begins with using a keyboard and mouse and covers navigating an operating system and internet browser, safety basics, online search, word processing, and popular websites like YouTube. The final session sets learners up with their own personal laptop, teaches how to keep it updated and connect to the internet, and provides basic information about the Linux Mint operating system.

Free Geek is committed to a fourth year of partnership with Multnomah County Library to deliver the Welcome to Computers program to community based organizations in the Portland Metro area and is writing this letter in support of MCL's grant for a Linux Laptop Teaching Kit. We find that the transition from one operating system to the next in the last class is a barrier to learning and often confuses students and slows the development of basic digital literacy.

Over the Course of this grant Free Geek commits to:

- Work with MCL to recruit, plan and evaluate survey data for 4 cohorts of WTC taught with the Linux Laptop Teaching Kit.
- Work with MCL and MetroEast Community Media to Collaborate on Linux-specific curriculum.
- Provide the option to MCL of Free Geek's standard laptop warranty to support the kit. These services include:
 - For a \$40 fee per laptop their service typically includes:
 - A **preparatory quality check** on the computer
 - **Backing up the existing user data** from the computer if desired
 - A **clean installation of Linux Mint**
 - **Restoring user data** to the computer
 - A **post-work quality check**

Join us on Facebook (freegeekmotherhip) & Twitter (FreeGeekPDX)



1731 SE 10th Ave. Portland, OR 97214

503-232-9350

info@freegeek.org

www.freegeek.org

Including everyone in our digital future

- **6 months of software-only support**
- Free Geek will: At a cost of \$240 per student for 48 students the total cost of Free Geek provided computers and services for students participating in the Welcome to Computers programming for this grant is \$11,520
 - Refurbish laptops
 - Provide refurbished laptops to participants completing Welcome to Computers classes.
 - Provide food and childcare as needed for their teaching of the final session.
 - Survey Welcome to Computers participants at the first and final classes and three months after the completion of Welcome to Computers program.
 - Provide one year of technical support to each laptop distributed through Welcome to Computers programming.
 - Provide a one year hardware warranty to repair or replace the computers if they have physical issues.

Welcome to Computers, which is also provided in partnership with Metro East Community Media and numerous other local nonprofits, has served more than 350 people. Of these participants, 65% are women, 87% are English language learners, 54% have no high school diploma or GED, and 95% have a household income of less than \$30,000. Three months after the program, the majority of participants surveyed report using their laptop daily. The City of Portland profiled this program in the 2018 ["Digital Equity Action Plan" Report](#). Multnomah County Library's role has been essential to the success of Welcome to Computers. We look forward to continuing to deepen our work together and providing students with even more specific curriculum and devices to engage with their digital community.

Sincerely,

A handwritten signature in black ink that reads "Adelle Pomeroy". The signature is fluid and cursive, with the first name being the most prominent.

Adelle Pomeroy
Digital Inclusion Manager
FREE GEEK

Grant Agreement -- Attachment 2

EXAMPLE OF INTERIM REPORT INFORMATION

ACTIVITIES AND PROGRESS

Describe project activities that focus on the intended outcomes and/or progress made toward the outcomes. Provide both quantitative and qualitative details as they relate to an activity.

VIDEO OUTPUT

If the grant intends to produce video programming for the community media channels, describe the programming produced.

EVALUATION AND LEARNINGS

Summarize the key evaluation steps completed or underway. What are the primary lessons learned thus far about the project? Have you had any course corrections or adjustments to your project based on learnings thus far? How might these learnings impact project implementation in the next Reporting Period?

IMPLEMENTATION SUCCESSES AND CHALLENGES

By using the project's original implementation plan/timeline (included in Attachment 2 to the Grant Agreement, The Implementation Plan), provide a mark-up of the plan indicating the status of your project in relation to the original plan/timeline by adding a "status" column to your activities list.

Describe any anticipated and unanticipated successes and challenges.

EXPENSE DETAIL

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Reporting Period; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified above.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

WORK SAMPLES

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

EXAMPLE OF FINAL REPORT INFORMATION

RESULTS

Describe the significant project activities that took place throughout the life of your project and how these activities contributed to the realization of the original project purpose and outcomes. (As applicable, please quantify your results as they related to your original project outcomes, i.e. numbers of people served, the demographics of those served, the number and type of content created, the number/type of classes/programs offered, etc.)

Outline your evaluation process, including evaluation tools and methods. Detail the results of your evaluation.

Do you have a testimonial story to tell that captures the essence of the project's impact? (Where anonymity is required, please use pseudonyms.)

REFLECTIONS

What did you learn about the problem or issue you were trying to address?

What did you learn about the population served?

What factors contributed to your success?

What, if any, were the significant challenges encountered? How did you address both anticipated and unanticipated challenges in the course of the project?

SUSTAINABILITY

Will the project/program continue beyond the term of this Grant? If so, what are your next steps and plans for continuing or changing the project/program?

EXPENDITURE DETAIL

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Project term; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified in Step 1.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

WORK SAMPLES

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

COVER SHEET – AGENDA ITEM #R4

For Commission Meeting: September 23, 2019

“Community Technology Grant Agreements: MetroEast Community Media”

Recommendation

Staff recommends that the Commission approve the Community Technology Grant agreement with MetroEast Community Media for \$114,830.

Background

At its June meeting, the Commission selected 8 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff engaged all 8 applicants in a process to complete full grant applications and contracts. One applicant, Open Signal, has since withdrawn its application due to changes in staff capacity.

MHCRC staff has reached agreement on a final grant application and contract with MetroEast Community Media and recommends approval at the September 23 meeting.

MetroEast curates six cable channels with 24-hour programming seven days a week. MetroEast’s complex scheduling tool is at end-of-life and needs a significant overhaul. With grant funding, MetroEast sees an exciting opportunity to update and modernize the scheduling tool and realize significant staff time savings.

The Commission unanimously agreed to move this Pre-Application forward in the granting process. There are no significant changes to the grant request.

	Grant Request	Total Project Budget
Pre-Application	\$110,000	\$220,000
Final Application	\$114,830	\$230,331

As part of the normal grantmaking process, Comcast is given the opportunity to review all final grant applications and contracts prior to staff moving the contracts forward for Commission consideration.

Attachment: Draft Community Technology Grant Agreement

Prepared By: Rebecca Gibbons
September 17, 2019

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and MetroEast Community Media (Grantee) (together referred to as the "Parties").

RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds for the Grantee's Scheduling Tool and Asset Management – Software Development Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$114,830 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

2. Project Manager

The Commission's Project Manager shall be Rebecca Gibbons or such other person as shall be designated in writing by the OCT Community Technology Program Manager.

3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee \$114,830 as specified in the invoice within thirty (30) days after receipt of the invoice.

Grantee shall submit the invoice online through the Commission's online grants management system using the claims module. The invoice, uploaded as an attachment to the grants management system claims module, shall be on Grantee's letterhead, signed and dated by an authorized representative of Grantee and addressed to "MHCRC c/o City of Portland." The invoice shall include an invoice number, the title of the Grant project and the total grant amount authorized by the Grant. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reason(s) for the disallowance and non-payment.

All expenditures made from Grant funds for Grant project capital costs must be made at least sixty (60) days prior to the expiration of this Agreement.

Grantee shall repay to the Commission, thirty (30) days prior to the expiration date of this Agreement, any Grant funds that have not been expended for Grant purposes.

4. Financial Records

Grantee shall account for the Grant funds separately in its books of accounts. Grantee shall

charge only Grant-related expenditures against Grant funds.

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Funds committed by Grantee and Project Partners in the Grant for the project. Grantee shall maintain all financial records related to the Grant for one (1) year after the termination of this Agreement. Grantee shall provide the Commission prompt access to these records upon request and permit copying as the Commission may require.

5. Reports

Grantee shall submit Interim Status Reports and a Final Status Report (collectively referred to as 'Report(s)') to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. An example of the range of report information collected is attached to this Agreement as Attachment 2. For a Report to be acceptable to the Project Manager, the Grantee shall document and clearly describe the progress of the grant scope in accordance with the reporting schedule defined below.

Interim Status Reporting periods are October 1, 2019 through December 31, 2019; January 1, 2020 through June 30, 2020; July 1, 2020 through December 31, 2020. Interim Status Reports are due within thirty (30) days of the end of each reporting period.

Grantee shall submit a Final Status Report no later than October 31, 2021.

Interim and Final Status Reports shall include an accurate and complete financial report of Grant fund and Matching fund expenditures. The Report shall include copies of receipts or other evidence of payment for actual grant funded capital costs incurred by Grantee related to the Grant.

The Project Manager, at her/his sole discretion, may require additional programmatic information or financial documentation of Grant project expenditures. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are related to this Agreement or Grantee's performance of services related to this Agreement available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in Grantee's inability to complete the Grant project as originally submitted and approved by the Commission.

6. Project and Fiscal Monitoring

The Commission and the Project Manager shall monitor the Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but are not limited to, on site visits at reasonable times, telephone interviews and review of required reports. Monitoring will cover both programmatic and fiscal aspects of the Grant. The frequency and level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

7. Audit

Because grant funds are derived from the cable franchises, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of capital grant funds is in accordance with the requirements of cable franchises related to use of capital grant funds. If the Commission receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Commission's Project Manager shall notify Grantee within 5 business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made available by Grantee. The Commission's Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

Any publicity regarding the project shall indicate that the project was made possible by a Grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project in compliance with all applicable laws.

11. Indemnification

Subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 9, and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Grant. Neither party shall be liable for any loss, damage, claim, or demand arising from the negligence of the other party or its agents or employees.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective on September 23, 2019, unless Grantee fails to sign and return the Agreement to the Commission within thirty (30) days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, December 31, 2021.

15. Early Termination of Agreement

This Agreement may be terminated prior to the expiration of its term by:

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred; or
- (b) Mutual written agreement of the Parties.

Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Grantee shall immediately cease all activities under this Grant, unless expressly directed otherwise in writing from the Commission in the notice of termination. Further, upon termination, the Commission and/or Grantee shall deliver to the other party all works-in progress and other property that are or would be deliverables had the Grant been completed. Grantee shall be entitled to receive reasonable compensation as provided for under this Agreement for any satisfactory work completed up until the time of notice of termination.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement.

Notice and Opportunity to Cure. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action. Grantee shall have thirty (30) days from the date of the written notice to cure the breach. If the breach is of such nature

that it cannot be completely cured by Grantee within the thirty (30) day period, then Grantee shall submit a cure plan to the Project Manager no later than fifteen (15) days from the date of the written notice. Grantee's cure plan shall include actions, steps, and a time period to cure the breach. Grantee must obtain written consent from the Project Manager to proceed with a cure plan under an extended cure period.

No Payment During Cure Period. During the cure period or extended cure period, the Commission is under no obligation to accept or pay invoices submitted by Grantee under this Agreement. Grantee shall not perform services or take actions that would require the Commission to pay grant funds to Grantee without the written consent of the Project Manager. Grantee shall not spend unused grant funds and such unused funds shall be solely held in trust for the Commission. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

Cause for Termination. If Grantee fails to cure the material breach within thirty (30) days of the written notice of termination, or if Grantee does not receive consent from the Project Manager to proceed with a cure plan and executes the cure plan satisfactory to the Project Manager, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall immediately suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all

qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

Commission and Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

The parties agree the Commission and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rebecca Gibbons, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
PO Box 745
Portland, OR 97207-0745
Email: rgibbons@mhcrc.org

If to Grantee:

Attn: John Lugton, Interim Director
MetroEast Community Media
829 NE 8th St
Gresham, OR 97030
Email: john@metroeast.org

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Scheduling Tool and Asset Management – Software Development Project

GRANTEE: MetroEast Community Media

BY: _____ Date: _____

Name: _____

Title: _____

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Attorney



Application

00959 - 2019 Community Technology Grants

01111 - Scheduling Tool and Asset Management - Software Development project

Community Technology Grants

Status: Submitted

Original Submitted Date: 08/12/2019 8:07 AM

Last Submitted Date: 09/17/2019 5:13 PM

Primary Contact

Name:	Mr.	John		Lugton
	<small>Salutation</small>	<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>
Email:	john@metroeast.org			
Phone:*	503-667-8848		315	
	<small>Phone</small>		<small>Ext.</small>	
Title:	Interim Director			

Organization Information

Organization Name:	MetroEast Community Media		
Organization Type:	Non-Profit Entity		
Tax ID			
Organization Address:	829 NE 8th St		
City*	Gresham	Oregon	97030
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:	503-667-8848		

Executive Summary

[Executive Summary](#)

The Executive Summary is your opportunity to introduce your project.

The content MetroEast creates, and helps our community producers create, is a vital way to share information, foster creativity and engage the communities of East County. MetroEast spends a great deal of staff time managing these videos. Accepting scheduling requests from producers, intaking media and setting up broadcast schedules for cable channels involves many different technical systems, a lot of repetitive data entry and a large time commitment from highly-trained staff. A recent IT audit identified the current scheduling system as one of the most high-risk points of failure for MetroEast.

This project will create a centralized repository for MetroEast's broadcast media assets and update the scheduling tool that feeds the cable channels. It will streamline and automate workflows, integrate systems and be more user-friendly. A new scheduling tool will allow MetroEast staff to spend less time managing and scheduling our content and more time creating and promoting it.

(This field has a character limit of 4000)

Project Narrative

Total Grant Funds:	\$114,830.00
Total Match Funds:	\$115,765.00
Total Funds:	\$230,595.00
Cable System Technology Use	Community Access Channels
Proposed Technology	Interactive video technology
Public Benefit Area	Reducing Costs of a Service or Function
Project Purpose	

In defining the project purpose, applicants must:

MetroEast currently uses an internally-developed tool that aids Playback Staff in the complex task of scheduling programs to be cablecast on the six cable television channels programmed by MetroEast. This process includes advance scheduling of quarterly series programs and the daily scheduling of pre-recorded single and short programs produced by staff and community producers. It also allows for scheduling of live events (from MetroEast Studios or remote locations such as City Council Chambers) and satellite feeds.

Our current scheduling tool includes two main parts: (1) a database of available programs including each program's name, description, length, flags (potentially objectionable content, etc.), and producer information, and (2) a "grid" for each day and each channel to be programmed from the pool of available programs. Programs are selected from the database and placed into the schedule of the daily channel grids, filling each hour of time on each channel.

MetroEast's current scheduling tool is fairly sophisticated in concept. The tool has been in use since 1994, with continual improvements suggested by staff and implemented by the IT department. It has algorithms able to take into account many of the quirks unique to community media such as every other week government meetings of undetermined length; scheduling user-provided content of varying run-times; identify and using filler so there are no gaps in programming.

Unfortunately, the technology the scheduling tool was built on is no longer supported. The support time needed from the IT department to keep the tool running is increasing and we are unable to properly support distribution to more modern platforms, like video-on-demand and internet streaming. The age of the tool creates a high risk for catastrophic failure, which would likely cascade to the programming system and take MetroEast off the air.

MetroEast has thoroughly researched scheduling tools on the market and our CEO has visited over 15 Community Media Centers and researched their various approaches to scheduling. The options in the market are heavily weighted towards larger and commercial broadcast organizations, are prohibitively expensive and still don't meet the unique needs of community media stations. Most stations either hire multiple people to manage scheduling and/or make-do with sub-par scheduling solutions. It was during this search that the MetroEast scheduling tool was demonstrated to an TV Automation specialist with 30 years in the industry and he quickly pivoted from trying to sell us a tool to encouraging us to create an updated version that incorporates current functionality while providing a bridge to the new internet streaming distribution channels. We have since met with different developers to discuss viability of the project and sketch out a high-level plan to move forward.

With this project, MetroEast sees an exciting opportunity to update and modernize our scheduling tool; to engage and cross-train staff; to create smoother, more efficient workflows around digital management; and to collaborate with other Community Media stations to develop best practices.

(This field has a character limit of 30000)

Evaluation Plan

How will you evaluate progress toward and achievement of the projects anticipated outcomes?

The evaluation plan should include evaluation questions, strategies or methodologies to collect data in order to answer the questions and steps to document findings and lessons learned.

At the end of the project, we expect the following outcomes:

- We will record baseline data on the number of hours staff is currently devoting to program scheduling (approximately 160 hours/month) and will track staff hours after launch of the new system. We anticipate a savings of at least 50% of one FTE- or no more than 80 hours/month to schedule programs.
- We will record baseline data on the number of hours IT staff currently devote to maintaining and supporting the existing system and will track IT staff hours after launch of the new system. We anticipate a reduction in IT staff support by at least 100 hours per year.
- We will record baseline data of staff/community videos uploaded to video-on-demand platforms and number of views. We anticipate an increase in distribution platforms and views for MetroEast videos

(This field has a character limit of 8000)

Project Partners

A "Project Partner" is defined as an organization that supplies cash or in kind resources and/or plays an active role in the planning and implementation of the project. You should present who your Project Partners are, their respective roles in the project, and specific contribution each partner will make to the project in the form of financial support, equipment, personnel, or other resources.

Ron Braithwaite, an IT consultant who has worked with MetroEast in the past, will assist in building out the Digital Asset Management system and consult on programming and network architecture. Ron is an Apple Certified Technical Coordinator as well as a certified Linux System Administrator. He also has 20+ years of experience writing code in a variety of environments, deploying and integrating disparate systems and building and supporting software development projects. We are honored that he is willing to donate his time and expertise to this project.

Entermedia Database has built an open-source media database that is perfect for this project, both from a technology and partnership perspective. MetroEast's own IT team can own the majority of the implementation but rely on EnterMedia's consultants and developers to shorten the learning curve, create customizations and provide technical support.

Kelley Computing provides ongoing technical support and expertise for MetroEast's network. We will rely on Kelley computing to provide technical consulting around media transfers and storage as well as standing up internally hosted web and database servers.

(This field has a character limit of 4000)

PROJECT FEASIBILITY SECTION includes: Technical Design, Implementation Plan, Organizational Capacity and Project Budget (see Final Application Budget form)

Technical Design

The Technical Design should specify in detail the proposed technology and equipment to be employed; the rationale in selecting the particular technology; how the technical design supports the projects use of the community access channels and/or the I-Net; and the plans for maintaining and upgrading the system or equipment in the future.

Please see attached diagram for more information

This project will streamline workflow, upgrade technology, manage content and integrate systems.

INGESTION: Scheduling Requests and Media

Community and staff producers will submit programming and schedule requests via a web form that will interact directly with the Digital Asset Management system. Currently this process is managed via Google forms and manual data entry. The public-facing web form will leverage the Digital Asset Management systems API and will be created by a web developer. The internal web form is part of the Digital Asset Management system but will require customization by the vendor.

SAN (Storage Area Network): MetroEast's SAN is a central repository for video files and other digital assets.

Request for scheduling/confirmed airtime Producers may use this external web form to request an air time and enter metadata for their show, even if the digital media is not yet ready for submission. This will assist in managing the playback system schedule out further in the future and help producers by confirming broadcast debut dates, airtime and planned releases to video-on-demand platforms

Transferring Media: Community producers can use an external web form to transfer media to MetroEast SAN for playback

DIGITAL ASSET MANAGEMENT (DAM): MetroEast will implement a DAM that will serve as a central repository for all information about a program, eg, program length, genre, title, file location(s). It will contain the metadata and technical information needed to schedule and track programming.

The DAM will be based on an open-source platform developed and maintained by EnterMedia. MetroEast plans on contracting with Entermedia to configure and implement the DAM on locally-hosted servers.

Staff Production Data Entry: Staff will have direct access to the DAM via its user interface and can use the built-in data entry forms to enter required metadata and scheduling requests.

Playback Manager Data Management: Playback manager will have direct access to the DAM via its user interface in order to edit and provide quality assurance to metadata in the DAM - to ensure consistency in tagging as well as quality inputs to the scheduling tool.

SCHEDULING TOOL: MetroEast will build a scheduling tool to manage playback and scheduling of content. The scheduling tool will be hosted on a local server at MetroEast and will be written using a common web scripting language, probably PHP.

Playback Manager User Interface: The Playback manager will use the user interface of the scheduling tool to:

- Generate broadcast schedules and data files for MetroEast's cable channels
- Insert branding and overlays into broadcast stream
- Manage distribution to video on demand services
- Generate platform-appropriate file format

Playback:The Scheduling system will feed video and metadata to MetroEast's distribution channels as well as create ways to distribute and update an actual text and structured data versions of the broadcast schedule for marketing and promotion.

The playback system is triggered by the scheduling tool and will have the following outputs:

- Automated scripting to drive the broadcast automation system that ultimately feeds the cable channels
- Triggers to manage distribution of media files from SAN to endpoints
- Broadcast schedule as a JSON file to be used for publication on website
- Broadcast schedule in human-readable format for printing and distribution

Analytics: By combining and centralizing digital asset management and playback, MetroEast will be able to access more robust

analytics about its distribution channels and viewership and streamline reporting for MHCRC and other grants. We will look to building a dashboard using either off-the-shelf analytical software such as Tableau and/or by leveraging the built-in analytics of Vimeo for Business.

(This field has a character limit of 10000)

Proposed Project Start and End Date:

Projects may include timelines of up to 36 months.

Proposed Start Date (month/year) 10/15/2019

Proposed End Date (month/year) 10/15/2021

Implementation Plan

The Implementation Plan should include major tasks and milestones in addition to detailed tasks needed to successfully implement the project.

Please see attached Gantt chart for detailed timeline, tasks and milestones.

Task	Date
DAM Technical specification complete	12/31/2019
Scheduling interface Technical specification complete	2/28/2020
Servers (Virtualization Platform) Installed and Available	3/15/2020
DAM Alpha implementation complete; API available to scheduling tool	4/1/2020
Scheduling interface web development begins	4/1/2020
Public-facing Web forms (ingestion) available	8/30/2020
Scheduling Platform Beta Complete	12/1/2020
Reporting and Analytics available	1/30/2021

(This field has a character limit of 21000)

Organization Capacity

The applicant should demonstrate the Organization's capacity to successfully integrate the project into the organization.

MetroEast is eager to move its scheduling processes to a modern tool and the staff looks forward to moving to systems and processes that are easier and more reliable. MetroEast has a talented IT team that is eager to take on the long-delayed task of upgrading and rewriting this aging program that truly is at the heart of the organization. Our IT Director was the original author of the tool and has the knowledge and capacity to steer the system to a successful launch.

We plan to create documentation that will allow us to train internal staff and do outreach to community members. As part of modelling best practices to the community, we plan to document and share technical and strategic information with other community media centers.

With the support of this grant, we are looking to take the time to do this project right. We have created an implementation plan designed to gather feedback from other departments along the way. We have carved out time to allow staff with subject matter expertise to play a major role in designing and testing the system. We have vendors that we trust to provide support for the highly technical aspects of the project. We have built a timeline that takes into account our IT teams' additional responsibilities and have full confidence in staff's ability to execute.

(This field has a character limit of 5500)

Measurable Project Outcomes

What project outcomes do you hope to achieve for the identified community or targeted beneficiaries through the use of the proposed technology?

- 1) Scheduling process software replacement
- 2) Savings of at least 50% of one FTE – or no more than 80hours/month to schedule programs
- 3) A reduction in IT staff support by at least 100 hours per year
- 4) An increase in distribution platforms and views of videos

Budget Narrative

Budget Narrative

Please see attached budget document

Statement of Matching Resources

A project will not be considered eligible for funding unless the applicant documents the capacity to supply matching resources of at least 50 percent (50%) of the total project cost.

The Statement of Matching Resources is essential to understanding which project costs identified in the Budget Narrative and the line item Budget will be supported by the applicant organization and which project cost will be supported by Project Partners.

Resources contributed by MetroEast Community Media:

- \$24,375 in salary and fringe for the IT Director
- \$22,000 in salary and fringe for the IT Project Manager
- \$800 in salary and fringe for the Director of Finance
- \$6,750 in salary and fringe for the in-house Production team
- \$2,400 in salary and fringe for the Marketing Manager
- \$4,560 in salary and fringe for the Director of Volunteer and Education
- \$12,480 in salary and fringe for the playback staff
- \$12,000 in contractor's costs
- \$6,500 in equipment costs
- \$2,800 in software licensing fees
- \$5,100 in education and training costs

Resources contributed by Ron Braithwaite:

- Ron Braithwaite will provide 100 hours of consulting (\$10,000) listed in the Contractual line item.

Total contribution from Ron Braithwaite: \$10,000

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$53,830.00	\$73,365.00	\$127,195.00
Education and Training	\$0.00	\$5,100.00	\$5,100.00

Travel	\$0.00	\$0.00	\$0.00
Contractual	\$39,500.00	\$22,000.00	\$61,500.00
Equipment	\$16,500.00	\$7,500.00	\$24,000.00
Infrastructure/Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$2,800.00	\$2,800.00
Overhead	\$5,000.00	\$5,000.00	\$10,000.00
Totals	\$114,830.00	\$115,765.00	\$230,595.00

Final Application Signature

Signature of Duly Authorized Representative

John Lugton

Date

08/12/2019

Title

Interim CEO

Phone

971-277-6716

E-mail

john@metroeast.org

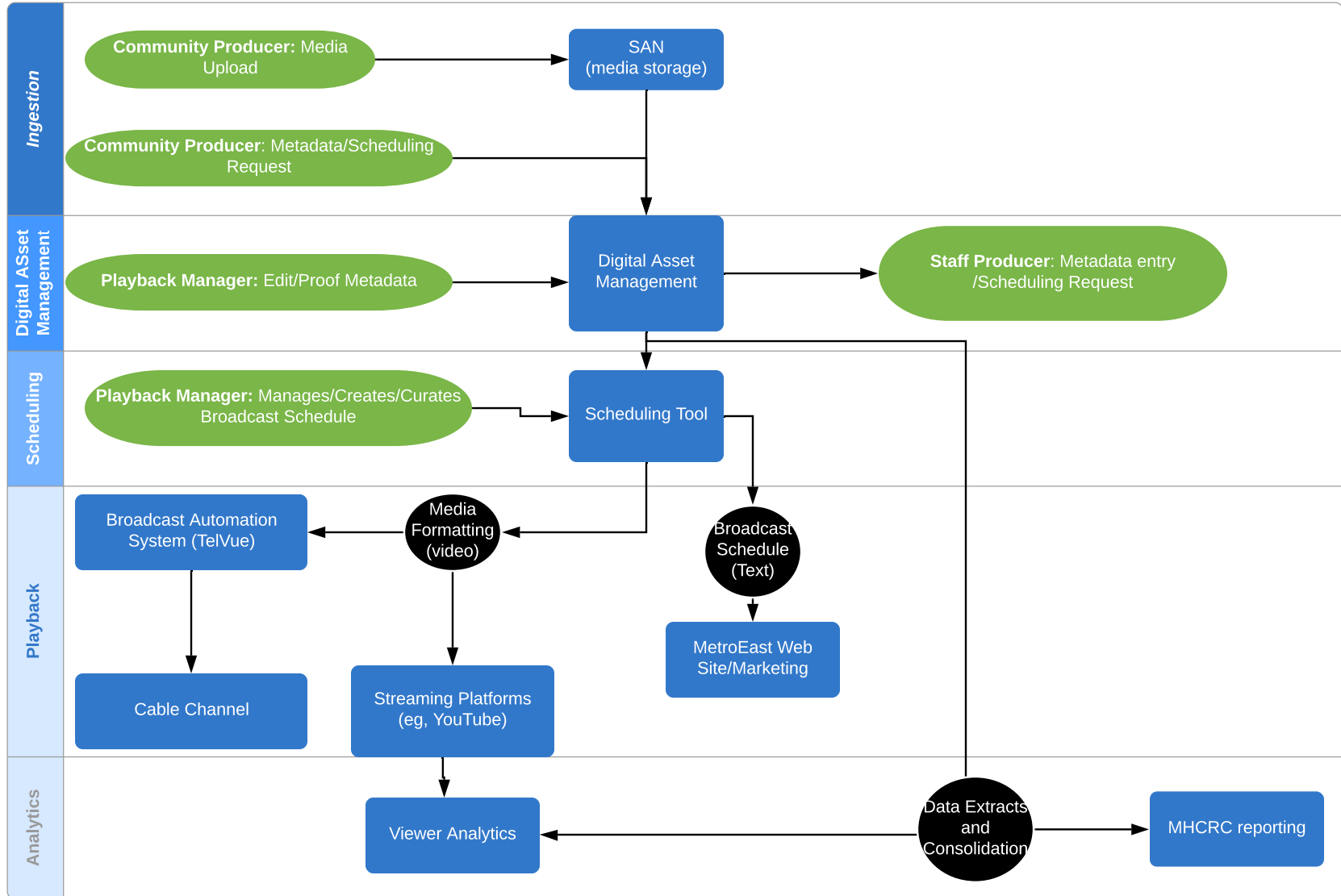
Supplemental Material Attachments

File Name	Description	File Size
Scheduling and Playback Tool.pdf	Technical Diagram	29 KB
Updated Scheduling Tool Budget.xlsx	Scheduling Tool Budget Narrative	19 KB

Partner Commitment Letter(s)

File Name	Description	File Size
MetroEast Scheduling Project Resume.pdf	Partner letter from Ron Braithwaite	294 KB

Scheduling and Playback Tool



Software Engineering, LLC

2946 NE 65th Avenue
Portland, Oregon 97213 USA
+1.503.267.3250 mobile
Ron@SoftwareEngineeringLLC.com



Jessica Holliday, CFO
MetroEast Community Media
839 NE 8th Street
Gresham, OR 97030

August 22, 2019

Thank you for the opportunity to assist in the development of the new Broadcast Scheduling application for MetroEast. This is an area where I have a long established interest.

Over the course of my 40 years experience in the computer industry and the 32 years of my consulting firm, Software Engineering LLC, I have regularly had to help solve complex scheduling problems as part of my projects.

For instance, while working for Rising Star Industries (1983-86) I built their Forth programming environment and assisted in the development of the Scheduler module of the Valdocs applications suite for the Epson Computer System QX-10. In 1988 I created a multiuser realtime schedule and routing system for a delivery trucking firm in Los Angeles, built with Microsoft FoxPro for SCO Unix. In fact, probably at least 10% of the projects that I have worked on have involved developing a significant scheduling component.

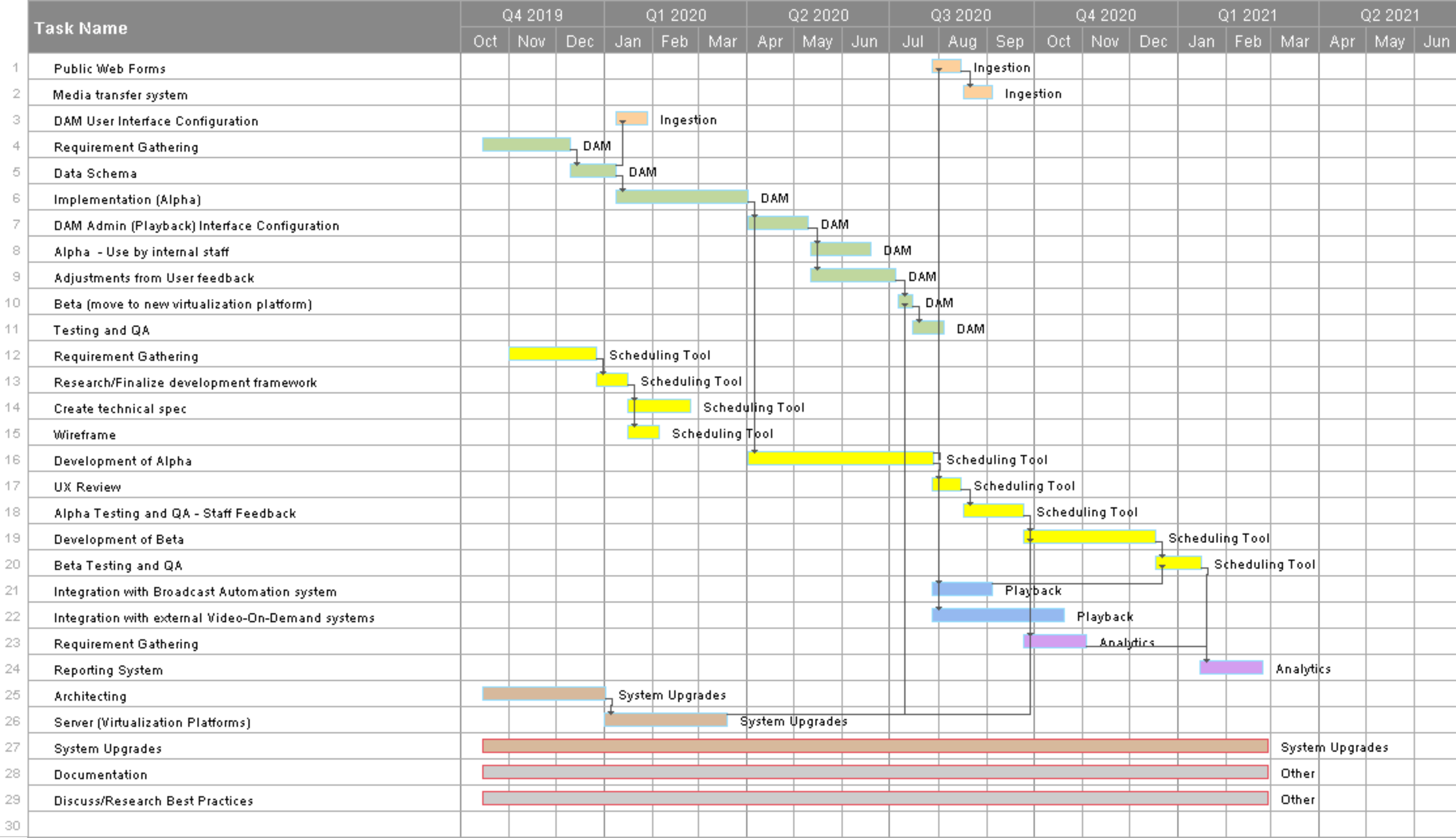
In another area of my life, I have been intensely interested in community media for 50 years, being one of the first volunteers at KBOO-FM in Portland and over the past five years have done much of the network engineering for the Portland Radio Project (KSFL), a non-profit Internet (<https://prp.fm>) and low-power FM station (99.1 MHz). In between those projects, I have been involved with a number of different community media efforts.

I have been consulting with MetroEast for the past two years, first performing an audit of the technology infrastructure where I identified the current Excel 2004 spreadsheet-based traffic layout scheduling system as the single biggest existential hazard for the organization. I led the evaluation of almost every traffic playout system on the market, all of which were both a poor match for any Community Media Center and which were all incredibly expensive.

My consulting rate is \$100 per hour, but based on my moral commitment to Community Media in general and MetroEast in particular, I commit to donating a minimum of 100 hours of my time to this project.

Assisting in the development of this new Traffic Playout system will give me great pleasure and I look forward to working with you, David Elkin-Bram, and everyone at MetroEast over the course of this project.

Sincerely yours,
Ron Braithwaite



- System Upgrades
- Other
- Other

	Total	Grant Funds	Match	Description
Personnel				
IT Director	\$64,375	\$40,000	\$15,000	Capital Costs: The IT Director will work on all technical aspects of the project. He will design the overall architecture of the tool, integrating various technologies. He will write code and scripts as needed and test and perform code reviews for all contractors. As the original creator of the scheduling tool, his subject matter expertise will be invaluable and he will need to be included in all discussions and meetings. He will work 40% of the time over the life of the project (22 months) The cost to the project will be \$55,000 - \$40,00 as grant funds and \$15,000 as matching funds
IT Director			\$9,375	Matching Costs: The IT Director will perform technical research and participate in requirement gatherings to prepare and plan project. We estimate 2 months at 75% for planning and writing the technical specification
Project Manager	\$22,000		\$22,000	The project manager will manage the day-to-day activities of the project: scheduling and running meetings, managing contractors, research and procurement and managing the development schedule. They will work 20% for 18 months. The cost to the project will be \$22,000, all as matching funds
Director of Finance	\$800		\$800	The Director of Finance will consult and create requirements for analytics and reporting from the new tool - 20 hours at the rate of \$40/hour. The cost to the project will be \$800, all as matching funds
Production	\$8,100		\$6,750	The 5-person production team will be consulted to gather requirements for data entry and workflow process. We have budgeted approx 50 hours per person with an average hourly rate of \$27/hour for a total of \$6,750 all as matching funds
Production		\$1,350		One person from the production team will be consulted to to perform software testing and user acceptance testing. We estimate 50 hours with an average hourly rate of \$27/hr for \$1,350 as grant funds
Marketing Manager	\$2,400		\$2,400	The Marketing Manager will be consulted to gather requirements around content strateg, eg taxonomy, tagging, SEO. 80 hours at \$33.70/hour all as matching funds
Director of Volunteer and Education	\$4,560		\$4,560	The Director of Volunteer and Education will be consulted to gather requirements around user-facing submission forms and metadata for community producers as well as workflow for content submissions from educational programs and camps. Will also provide testing and be responsible for collecting feedback from outside users during beta testing. 120 hours at \$38/hour all as matching funds
Playback Staff	\$24,960	\$12,480		The playback staff will perform software testing and design until launch of the project 100 hours @\$24.96/hr for a total of \$12,480 of grant funds
Playback Staff			\$12,480	The playback staff will generate requirements, establishing the data management workflows and train other staff in data entry and use of the tool. 100 hours at 24.96/hr for a total of \$12,480 as matching funds
IT Consulting				
Ron Braithwaite	\$20,000	\$10,000		Ron Braithwaite is responsible for DAM design and implementation, consulting with the Director of IT and EnterMedia as necessary. He will also assist with server installation, network architecture, scripting and code review and QA. 100 hours at \$100/hr for a total of \$10,000 as grant funds
Ron Braithwaite			\$10,000	In-kind donation - Meetings, requirement gathering and consulting for a total of 100 hours at \$100/hr as matching funds
EnterMedia	\$8,000	\$4,000	\$4,000	EnterMedia will provide consulting on the server setup and configuration of the Digital Asset Management system and will configure the data entry forms. \$5,500 for setup and estimated \$2,500 for configuration and customization of additional data entry forms. \$4,000 from grant funds and \$4,000 as matching funds
Kelley Computing (Sys Admin and programmer)	\$6,000	\$3,000	\$3,000	Kelley Computing will assist in the implementation of network architecture and installation of server hardware. We estimate \$6,000 with \$3,000 in grant funding and \$3,000 in matching funds
UX Consultant	\$2,500	\$2,500		The UX Consultant will create the wireframes and Alpha implementation for the Scheduling tool and make recommendations to ensure usability and create clean workflows. We estimate \$2,500 in grant funds
Web Dev (TBD)	\$25,000	\$20,000	\$5,000	When technical requirements are completed, MetroEast will recruit a web developer to assist the Director of IT in building the scheduling tool. We estimate 250 hours at \$100/hour, with \$20,000 in grant funds and \$5,000 in matching funds
Equipment				
Development Laptop	\$3,736	\$1,500	\$2,500	The Director of IT will require a development laptop to complete this project. Macbook Pro with development specs and peripherals quoted at \$4,000 with \$1,500 as matching funds and \$2,500 from grant funds

Servers (Internal Hosting & Virtualization Platform)	\$20,000	\$15,000	\$5,000	MetroEast will purchase hardware and software and configure the network appropriately to stand up a server as a virtualization platform . This will allow the single piece of hardware to run multiple partitions with separate virtual servers that will support the different technical functions of the scheduling and playback system. This estimate includes \$20,000 for hardware and \$5,000 in software and technical implementation. \$15,000 as grant funds and \$5,000 as matching funds
Software Licensing				
Development Software	\$1,000		\$1,000	Software for development and code management (Github, IDE)
Vimeo for Business account	\$1,800		\$1,800	MetroEast will use Vimeo for Business Enterprise account to assist with reporting and content distribution to internet sites
Training				
ACM Conference Travel and Registration (2 staff)	\$4,000		\$4,000	MetroEast will send Director of IT and Playback Manager to the Association of Community Media conference to present on lesson learned and discuss scheduling/playback best practices, learn from practitioners and discuss possible partnerships in maintaining and refining the project
Open Source Conference	\$1,100		\$1,100	MetroEast will send Director of IT to the Open Source Conference (in Portland). He will learn how to set up and promote an Open Source project in a such way that the community can contribute and maintain the code base.
TOTAL	\$220,331	\$109,830	\$110,765	
Overhead Costs (5%)	\$10,000	\$5,000	\$5,000	
TOTAL	\$230,331	\$114,830	\$115,765	

Grant Agreement -- Attachment 2

EXAMPLE OF INTERIM REPORT INFORMATION

ACTIVITIES AND PROGRESS

Describe project activities that focus on the intended outcomes and/or progress made toward the outcomes. Provide both quantitative and qualitative details as they relate to an activity.

VIDEO OUTPUT

If the grant intends to produce video programming for the community media channels, describe the programming produced.

EVALUATION AND LEARNINGS

Summarize the key evaluation steps completed or underway. What are the primary lessons learned thus far about the project? Have you had any course corrections or adjustments to your project based on learnings thus far? How might these learnings impact project implementation in the next Reporting Period?

IMPLEMENTATION SUCCESSES AND CHALLENGES

By using the project's original implementation plan/timeline (included in Attachment 2 to the Grant Agreement, The Implementation Plan), provide a mark-up of the plan indicating the status of your project in relation to the original plan/timeline by adding a "status" column to your activities list.

Describe any anticipated and unanticipated successes and challenges.

EXPENSE DETAIL

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Reporting Period; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified above.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

WORK SAMPLES

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

EXAMPLE OF FINAL REPORT INFORMATION

RESULTS

Describe the significant project activities that took place throughout the life of your project and how these activities contributed to the realization of the original project purpose and outcomes. (As applicable, please quantify your results as they related to your original project outcomes, i.e. numbers of people served, the demographics of those served, the number and type of content created, the number/type of classes/programs offered, etc.)

Outline your evaluation process, including evaluation tools and methods. Detail the results of your evaluation.

Do you have a testimonial story to tell that captures the essence of the project's impact? (Where anonymity is required, please use pseudonyms.)

REFLECTIONS

What did you learn about the problem or issue you were trying to address?

What did you learn about the population served?

What factors contributed to your success?

What, if any, were the significant challenges encountered? How did you address both anticipated and unanticipated challenges in the course of the project?

SUSTAINABILITY

Will the project/program continue beyond the term of this Grant? If so, what are your next steps and plans for continuing or changing the project/program?

EXPENDITURE DETAIL

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Project term; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified in Step 1.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

WORK SAMPLES

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

COVER SHEET – AGENDA ITEM #R5

For Commission Meeting: September 23, 2019

“Community Technology Grant Agreements: Outside the Frame”

Recommendation

Staff recommends that the Commission approve the Community Technology Grant agreement with Outside the Frame for \$35,000.

Background

At its June meeting, the Commission selected 8 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff engaged all 8 applicants in a process to complete full grant applications and contracts. One applicant, Open Signal, has since withdrawn its application due to changes in staff capacity.

MHCRC staff has reached agreement on a final grant application and contract with Outside the Frame and recommends approval at the September 23 meeting.

Outside the Frame (OTF) helps youth transitioning out of homelessness value themselves as productive members of society. Recognizing that homeless youth can get their basic needs met through area social services, OTF is focused on providing consistent, creative outlets and career related technological training to serve as a bridge for youth who are transitioning out of homelessness to self-sufficiency. Through its model educational and vocational program, OTF offers intensive filmmaking internships that build technology and leadership skills. By providing soft and technical job skills, an internship experience to put on their resume, and a sense of success, the youth enrolled in the program have been emboldened to pursue higher learning and independent living. Specifically, grant funds will be used to purchase video production and editing equipment to support OTF’s intensive film workshops and weekly training programs.

The Commission unanimously agreed to move this Pre-Application forward in the granting process. There are no significant changes to the grant request.

	Grant Request	Total Project Budget
Pre-Application	\$31,700	\$260,461
Final Application	\$35,000	\$200,292

As part of the normal grantmaking process, Comcast is given the opportunity to review all final grant applications and contracts prior to staff moving the contracts forward for Commission consideration.

Attachment: Draft Community Technology Grant Agreement

Prepared By: Rebecca Gibbons
September 3, 2019

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Outside the Frame (Grantee) (together referred to as the "Parties").

RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds for the Grantee's Outside the Frame Upgrade Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$35,000 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

2. Project Manager

The Commission's Project Manager shall be Rebecca Gibbons or such other person as shall be designated in writing by the OCT Community Technology Program Manager.

3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee \$35,000 as specified in the invoice within thirty (30) days after receipt of the invoice.

Grantee shall submit the invoice online through the Commission's online grants management system using the claims module. The invoice, uploaded as an attachment to the grants management system claims module, shall be on Grantee's letterhead, signed and dated by an authorized representative of Grantee and addressed to "MHCRC c/o City of Portland." The invoice shall include an invoice number, the title of the Grant project and the total grant amount authorized by the Grant. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reason(s) for the disallowance and non-payment.

All expenditures made from Grant funds for Grant project capital costs must be made at least sixty (60) days prior to the expiration of this Agreement.

Grantee shall repay to the Commission, thirty (30) days prior to the expiration date of this Agreement, any Grant funds that have not been expended for Grant purposes.

4. Financial Records

Grantee shall account for the Grant funds separately in its books of accounts. Grantee shall

charge only Grant-related expenditures against Grant funds.

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Funds committed by Grantee and Project Partners in the Grant for the project. Grantee shall maintain all financial records related to the Grant for one (1) year after the termination of this Agreement. Grantee shall provide the Commission prompt access to these records upon request and permit copying as the Commission may require.

5. Reports

Grantee shall submit Interim Status Reports and a Final Status Report (collectively referred to as 'Report(s)') to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. An example of the range of report information collected is attached to this Agreement as Attachment 2. For a Report to be acceptable to the Project Manager, the Grantee shall document and clearly describe the progress of the grant scope in accordance with the reporting schedule defined below.

Interim Status Reporting periods are October 1, 2019 through December 31, 2019; January 1, 2020 through June 30, 2020; July 1, 2020 through December 31, 2020. Interim Status Reports are due within thirty (30) days of the end of each reporting period.

Grantee shall submit a Final Status Report no later than June 30, 2021.

Interim and Final Status Reports shall include an accurate and complete financial report of Grant fund and Matching fund expenditures. The Report shall include copies of receipts or other evidence of payment for actual grant funded capital costs incurred by Grantee related to the Grant.

The Project Manager, at her/his sole discretion, may require additional programmatic information or financial documentation of Grant project expenditures. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are related to this Agreement or Grantee's performance of services related to this Agreement available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in Grantee's inability to complete the Grant project as originally submitted and approved by the Commission.

6. Project and Fiscal Monitoring

The Commission and the Project Manager shall monitor the Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but are not limited to, on site visits at reasonable times, telephone interviews and review of required reports. Monitoring will cover both programmatic and fiscal aspects of the Grant. The frequency and level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

7. Audit

Because grant funds are derived from the cable franchises, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of capital grant funds is in accordance with the requirements of cable franchises related to use of capital grant funds. If the Commission receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Commission's Project Manager shall notify Grantee within 5 business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made available by Grantee. The Commission's Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

Any publicity regarding the project shall indicate that the project was made possible by a Grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project in compliance with all applicable laws.

11. Indemnification

Subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 9, and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Grant. Neither party shall be liable for any loss, damage, claim, or demand arising from the negligence of the other party or its agents or employees.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective on September 23, 2019, unless Grantee fails to sign and return the Agreement to the Commission within thirty (30) days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, September 30, 2021.

15. Early Termination of Agreement

This Agreement may be terminated prior to the expiration of its term by:

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred; or
- (b) Mutual written agreement of the Parties.

Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Grantee shall immediately cease all activities under this Grant, unless expressly directed otherwise in writing from the Commission in the notice of termination. Further, upon termination, the Commission and/or Grantee shall deliver to the other party all works-in progress and other property that are or would be deliverables had the Grant been completed. Grantee shall be entitled to receive reasonable compensation as provided for under this Agreement for any satisfactory work completed up until the time of notice of termination.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement.

Notice and Opportunity to Cure. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action. Grantee shall have thirty (30) days from the date of the written notice to cure the breach. If the breach is of such nature

that it cannot be completely cured by Grantee within the thirty (30) day period, then Grantee shall submit a cure plan to the Project Manager no later than fifteen (15) days from the date of the written notice. Grantee's cure plan shall include actions, steps, and a time period to cure the breach. Grantee must obtain written consent from the Project Manager to proceed with a cure plan under an extended cure period.

No Payment During Cure Period. During the cure period or extended cure period, the Commission is under no obligation to accept or pay invoices submitted by Grantee under this Agreement. Grantee shall not perform services or take actions that would require the Commission to pay grant funds to Grantee without the written consent of the Project Manager. Grantee shall not spend unused grant funds and such unused funds shall be solely held in trust for the Commission. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

Cause for Termination. If Grantee fails to cure the material breach within thirty (30) days of the written notice of termination, or if Grantee does not receive consent from the Project Manager to proceed with a cure plan and executes the cure plan satisfactory to the Project Manager, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall immediately suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all

qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

Commission and Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

The parties agree the Commission and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rebecca Gibbons, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
PO Box 745
Portland, OR 97207-0745
Email: rgibbons@mhcrc.org

If to Grantee:

Attn: Nili Yosha, Executive Director
Outside the Frame
4322 SE 28th Pl
Portland, OR 97202
Email: Nili@otfpdx.org

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Outside the Frame Upgrade

GRANTEE: Outside the Frame

BY: _____ Date: _____

Name: _____

Title: _____

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Attorney



Application

00959 - 2019 Community Technology Grants

01122 - Outside the Frame Upgrade

Community Technology Grants

Status:	Submitted
Original Submitted Date:	08/12/2019 8:29 PM
Last Submitted Date:	09/17/2019 3:08 PM

Primary Contact

Name:	Ms.	Nili		Yosha
	Salutation	First Name	Middle Name	Last Name
Email:	nili@otfpx.org			
Phone:*	503-662-8344			
	Phone		Ext.	
Title:	Executive Director			

Organization Information

Organization Name:	Outside the Frame		
Organization Type:	Non-Profit Entity		
Tax ID			
Organization Address:	4322 SE 28th Pl		
City*	Portland	Oregon	97202
	City	State/Province	Postal Code/Zip
Phone:	503-200-7388		

Executive Summary

Executive Summary

The Executive Summary is your opportunity to introduce your project.

Outside the Frame requests support for technology that will allow us to expand on our successful film education programs for youth who have experienced homelessness. In the process of learning to tell their stories through film, youth build technical skills, study under industry professionals, and gain paid work experience. The films they produce also help shift public perspectives on homelessness through public screenings and cable access channels.

With support, we can grow from serving 100 to 125 youth annually, add an additional film intensive each year, provide more instruction and opportunity for year-round programming, engage program alumni in monthly gatherings, and increase paid film and education opportunities for program youth. As a result of these activities, youth will become certified as producers for cable access channels, report increases in employable technical skills, and report increased confidence in storytelling. Our youth's films will reach households through television broadcast on the Cable Access and in person - over 1,300 in-person audience members per year - who will report shifting perspectives on homelessness.

(This field has a character limit of 4000)

Project Narrative

Total Grant Funds:	\$35,000.00
Total Match Funds:	\$165,292.00
Total Funds:	\$200,292.00
Cable System Technology Use	Community Access Channels
Proposed Technology	Video production equipment
Public Benefit Area	Reducing Disparities for Underserved Communities
Project Purpose	

In defining the project purpose, applicants must:

A grant from the Mt. Hood Cable Regulatory Commission would help Outside the Frame expand filmmaking programs for homeless and marginalized youth. Through film internships and weekly training with local film industry professionals, youth learn to use film equipment and create their own films. They lead screenings and public forums to help overcome stigma and put a human face on homelessness and survival. These films and dialogues not only bring a sense of pride, empowerment, and community responsibility to the youth who make them and the artists who support them, they also make it easier to bring public support and better policy to thousands of homeless people, of all ages, currently living on the streets of our city.

New equipment will reduce our long-term rental expenses and allow us to reach more youth. To meet growing demand for our programs, we are expanding the number of film intensives we provide from 2 to 4 annually. We are also rolling out more structured year-round programming, increasing the quantity and quality of instruction hours available to youth on a weekly basis.

Project Need

"This is the most organized program for homeless people I have ever experienced! At most we get one day workshops. This is really professional!" River, program participant.

Outside the Frame program youth are 16-25 years old and have either experienced homelessness or housing insecurity. 40% identify as LGBTQ. Many fled abuse, neglect, addiction, and poverty. Most identify as having a physical or mental disability. Our program developed organically at Outside In as a response to youth's desires for programming that went beyond basic needs and traditional education to provide emotional safety and high quality of life. They have expressed a desire for more paid opportunities, continued quality of workshops, and expansion to reach more youth in our community.

On any given night in Multnomah County, at least 300 unaccompanied young people are likely to experience homelessness. According to Portland State University's 2017 report on point-in-time homelessness in Multnomah County, our population of unaccompanied homeless youth (age 24 or under) grew by 12.8% between 2015 and 2017. Despite the public commitment to expand shelters, roughly 43% of unaccompanied youth sleep unsheltered.

Outside the Frame exists to fill a gap in the services available to homeless young people in Portland. We align with a set of principles identified by researchers at NYU and the Coalition for Homeless Youth through extensive qualitative interviews:

1. We combine instrumental support (technical training, food, paid work opportunities) with strong emotional support.
2. We ease the transition to independent living with socialization in traditional settings.
3. We follow through on intensive workshops with continued support and after care.

"Outside the Frame is the rare voice that is able to cut through the thick slabs of acrimony to rescue our compassion from the weight of all this ugliness. They give homeless youth a voice through film. Voices that tell the story of a lifetime in a few quiet words. Voices so clear and so true, you'll wonder how anyone could not listen." Marissa Madrigal, Chief Operating Officer of Multnomah County.

An Outside the Frame Solution

We are ready to leverage our new studio space at Union Station to expand both the number of youth that we serve and the technical skills that they learn. This expansion has four overarching goals:

- 1) Reach an additional 25 youth per year by increasing the number of film intensives from 2 to 4 workshops per year.

We will expand from providing 2 to 4 intensive film workshops for homeless and marginalized youth. Over the course of an intensive, youth create short films about topics that matter to them. In the process, youth learn cinematography, sound and video editing, location planning, and how to communicate moving messages on screen.

- 2) Build on momentum from intensives to double structured year-round programming from one day a week to two.

We currently provide open studio time once per week for alumni of our film intensives, but with support, we can offer a structured program with 12-week cycles of twice weekly workshops in which youth complete short films about issues that matter to them. Every three months, we will start a new cycle, with youth pitching and voting on film ideas. This approach will maintain structure while providing frequent opportunities for youth to begin a project and generate more films. These changes also allow new youth who have never been through one of our film intensives to get involved throughout the year.

With new editing software and equipment, we can also incorporate training in post-production work. As we train youth in this highly employable skill set, our young filmmakers will become more independent and versatile.

- 3) Engage our alumni network through monthly meetings and open studio time.

To stay accountable to our community and continue supporting our alumni, we will begin surveying our alumni and host monthly gatherings to provide alumni with studio resources and seek their guidance with new initiatives. We plan to create a space where alumni can support each other, continue developing personal film projects, and decide how they want to shape the future

of Outside the Frame. This will also be an ideal space for alumni to engage with their representatives on our board of directors.

4) Expand paid professional opportunities for program youth.

Employment opportunities are critical for our youth participants. That's why we pay youth to participate in our internships, to work as production assistants on contract projects, and as facilitators and community leaders. This helps the youth have not only income and job experience, but also a sense of belonging and competence. In 2018, we worked with 10 separate institutions, including the Pride Foundation, Trauma Informed Oregon, the Portland Art Museum, Metro Regional Government, and Oregon State University. The stability of a dedicated facility has made it possible for us to embark on several concurrent multi-year projects that will change how our community addresses and works to resolve homelessness.

Strategies

To reach these goals, we will invest in staff growth and new program supplies. Specifically, we will increase our Program Coordinator position from 20 to 30 hours/week to lead the new programming hours. We will also grow our Operations Manager position from 15 to 30 hours/week to meet the new program-related admin demands and set up more formal program evaluation systems. Lastly, we will add a roughly 10 hour/week Alumni Outreach position, recruiting from our pool of talented alumni. This position will be responsible for recruiting and onboarding new youth, supporting workshop leaders during intensives and weekly programming, and launching formal alumni support systems. The more alumni we engage as volunteers and peer mentors, the more youth we can reach with our available resources.

To reach more youth with year-round workshops at our new studio space in Union Station, we must also purchase more cameras, furniture for editing rooms, editing equipment, and software. This strategy will also help us transition more youth to working independently, as it will allow us to set up an equipment checkout system. Youth will be able to use equipment independently within our large studio space and editing rooms. They have earned this privilege, as no equipment has ever gone missing from our programs. We expect the checkout system to enrich our short films as youth gain more time and flexibility to complete and edit their projects. The new studio space is a home base - the first - for many of our youth. With new equipment, they will have all the emotional support and resources they need to change their lives - and our community - with their films. Lastly, we will leverage our new space to host film screenings that grow our youth audience. These events will function as a celebration of our youth's work with a community of their peers. We will have our Alumni Outreach Coordinator at every event to engage youth in the audience who are interested in our programs but need an extra push to begin.

Youth Recruitment:

Outside the Frame recruits youth from the Homeless Youth Continuum, including Outside In, p:ear, Janus Youth Programs, New Avenues for Youth, and Homeplate Youth in Beaverton. One month before each intensive film workshop begins, we circulate fliers and application forms to case managers, career counselors and other staff who engage with youth in the Homeless Youth Continuum. Staff hang posters, talk to youth about the opportunity and, if needed, help them fill out the application form. We also provide the application form online. Youth are then invited to schedule an interview with the project director, who is available at Outside In on select days in the weeks leading up to the workshop. The two-step application process gives youth an opportunity to practice applying for jobs, while demonstrating follow through to the project staff. As we expand our program, we want to reach youth who are not already engaged with partners in the Homeless Youth Continuum. To this end, we will hire a talented program alum to serve as our Alumni Outreach Coordinator. They will be responsible for recruiting more youth through word of mouth and youth-centered film screenings. To ensure that these new youth connect with our community, the Alumni Outreach Coordinator will follow up with them during their first workshops.

Measurable Impact

We expect our expansion project to produce the following outputs and outcomes.

Outputs:

- Increase number of annual youth served from 100 to 125
- Increase number of annual intensive film workshops from 2 to 4
- Double weekly year-round instruction hours
- Add post-production training to year-round instruction
- Establish quarterly alumni programming
- Set up film equipment checkout system
- Submit 15 films to cable access channels
- 1,300 audience members reached annually through film screenings

Outcomes:

- At least 50 youth pass technical skills test, a prerequisite to becoming certified as producers for cable access at Open Signal. We expect to serve 125 youth through our various programs. Of the participants that complete a pre and post survey, we expect:
- 75% of youth report increase in knowledge about how to use a video camera
- 60% of youth surveyed report increase in knowledge about how to compose a shot
- 50% of youth report increase in knowledge about different types of shots
- 75% of youth report increase in knowledge about how to shoot and interview with b-roll
- 50% of youth report increase in knowledge about how to work as part of a crew
- 50% of youth report increase in knowledge about how to develop a story with images
- 75% of youth report increase in knowledge about script writing
- 75% of youth report increase in knowledge about storyboarding
- 90% of audience members report shift in their perspective on homelessness

(This field has a character limit of 30000)

Evaluation Plan

How will you evaluate progress toward and achievement of the projects anticipated outcomes?

The evaluation plan should include evaluation questions, strategies or methodologies to collect data in order to answer the questions and steps to document findings and lessons learned.

Knowledge Gained: We will conduct qualitative and quantitative pre and post surveys with youth to measure increase in technological skills, employment skills, confidence, and to solicit feedback for improving the program. In addition, our trainers will assess technological and employment skills gained. The technological assessment, focused on our intensive workshops, will be based on Open Signal's skills assessment test, in order to streamline collaboration and ongoing youth engagement between the two organizations.

We recently started an initiative with Portland State University's Homelessness Research & Action Collaborative to evaluate the impact of our programming. They will help us improve our pre- and post- workshop surveys and data analysis methods as we expand our programs.

Usefulness of Technological Knowledge Over Time: We will track participants for the duration of the grant to measure usefulness of technology in advancement of goals. Indicators will include continued participation in Outside the Frame and partner organizations, advancement towards employment through volunteer and paid work, reduction in harmful activities, and use of technology.

Audience Engagement: We will track number of audience members engaged through screenings, presentations and when possible, via community access channels and online. We will conduct surveys with audience members after screenings and presentations and offer a link to an online survey to collect self reported increase in knowledge about the program, about issues homeless youth face, change of outlook, and suggestions for further outreach and mentorship. Portland State University will help us refine our audience engagement evaluation tool after working on program evaluation methods.

(This field has a character limit of 8000)

Project Partners

A "Project Partner" is defined as an organization that supplies cash or in kind resources and/or plays an active role in the planning and implementation of the project. You should present who your Project Partners are, their respective roles in the project, and specific contribution each partner will make to the project in the form of financial support, equipment, personnel, or other resources.

Open Signal will provide continuing education for program alumni, use of film equipment and studio time, airing of films on public access channels, networking (eg. connected us to Alliance for Media Arts and Culture).

Metro East Community Media will air youth films on public access channels and provide continuing education to program alumni.

Digital One will provide professional audio post production work for films at a 50% discount. They will also provide opportunities for youth to engage with a professional audio post-production facility.

Hollywood Theatre will host a film screening at their venue and publicize the event to their audience and membership.

The Homeless Youth Continuum: Outside In, New Avenues for Youth, Janus Youth and P:ear will support our program through recruitment of youth and complementary support to youth who are engaged in our programming.

Outside In will provide space, as needed, for our programming and monetary stipends for youth who successfully complete the intensive workshops.

Film instruction: Professional independent filmmakers offer their production and post production expertise to our youth at a reduced rate.

We recruit potential film instructors through word of mouth and ads in our newsletter, our website, and the Oregon Office of Film blog. We ask for a resume and reel, then have qualified candidates teach a lesson during a weekly workshop or come to a one-day contract work session to assess their professionalism and connection to youth. Those who meet our quality standards work for a reduced rate as their schedule allows. If they get an offer from a full paying client when they are scheduled to work with us, they commit to maintaining their commitment until we find a replacement instructor. We offer trainings on boundaries and trauma-informed care to all our instructors, as well as refer them to trainings in the community. For our film intensives, our program staff hold planning sessions and meet daily with instructors before and after each day of the workshop. Instructors also become vital members of our support network for alumni, as many of them hire youth as crew on projects and refer them to internships in the community. With the help of an instructor, Makayla, one of our program alumni, received a job as a production assistant on the Hulu show Shrii. Kai, our audio instructor, submitted a youth's film (Super Queer Force) to a film festival in Seattle.

KBOO - KBOO provides a media sponsorship package for our film screenings, which includes an audio spot, inclusion on their social media, newsletter, website and on-air interview with some of our young filmmakers.

Portland State University - The Homelessness Research & Action Collaborative will provide an evaluation of our current evaluation tools and methods, suggestions for improvement of the tools and data analysis methods. We will consult with them regularly throughout the grant period. PSU's College of the Arts will host a screening of our work as part of the 2019 Portland State of Mind Exhibit.

(This field has a character limit of 4000)

PROJECT FEASIBILITY SECTION includes: Technical Design, Implementation Plan, Organizational Capacity and Project Budget (see Final Application Budget form)

Technical Design

The Technical Design should specify in detail the proposed technology and equipment to be employed; the rationale in selecting the particular technology; how the technical design supports the projects use of the community access channels and/or the I-Net; and the plans for maintaining and upgrading the system or equipment in the future.

With this grant, we intend to increase the amount of equipment we currently use, which we have been borrowing or renting up until this point. We currently use the proposed technology - Canon C200's and 100's cameras, digital cameras, lavalier and boom microphones, Macbook Pro laptops and the Adobe Creative Suite. Having our own gear allows our team to be very familiar with the equipment we use and for the youth we serve to know it well. Having more equipment on hand will increase our capacity to train more youth more in depth. Having the auxiliary items handy that we normally borrow or rent (such as a multi-channel audio mixer and additional cameras and laptops) will increase the production value and technological knowledge gained by our participants.

In addition to purchasing more cameras, editing, and audio equipment with which we already have experience, we also propose to purchase our first server. The amount of in-process and upcoming projects we now have to edit and archive require an upgrade to our post-production equipment and workflow. To make this upgrade, we will purchase a server and a few archiving and syncing programs. This server will allow us to reduce the time spent on archiving, organizing, and syncing data so that we can complete and submit films to community access channels much faster. We have planned for this server in consultation Wyzurd, a DIT and Post Production company in town that has advised our technical workflow since the beginning and is very familiar with our work. Chris Hackett, the principal, will continue to train our staff on the server and corresponding workflow. We expect to train a program alum to be our in house DIT specialist.

We have successfully submitted over 15 films to cable access channels at Metro East and Open signal in the last 18 months. We plan to produce and submit over 15 more short films to cable access with expanded programming.

(This field has a character limit of 10000)

Proposed Project Start and End Date:

Projects may include timelines of up to 36 months.

Proposed Start Date (month/year)	10/01/19
Proposed End Date (month/year)	06/01/2021

Implementation Plan

The Implementation Plan should include major tasks and milestones in addition to detailed tasks needed to successfully implement the project.

October - December, 2019

Milestones:

October - Expand weekly workshops from 1 to 2 days per week. Launch Quarterly Alumni program.

November - Host gala screening for general public.

December - Post films to community access channels and online and set up youth editing stations at new studio space.

Serve 40 total youth, complete three outreach screenings and engage four peer mentors.

Tasks:

Work with Portland State University Homelessness Research and Action Collaborative to improve evaluation tools.

Purchase new film equipment.

Set up editing rooms at Union Station studio space.

Evaluate new weekly workshop curriculum, as needed.

Hire and train two peer mentors.

Recruit youth for Weekly Film Training Program.

Complete five films.

January - June, 2020

Milestones:

January - April - Continue Weekly Film Training Program and quarterly alumni programs.

Staff will receive training on the new server and workflow.

May - Host Intensive Film Workshop for 15 youth.

June - Complete Intensive Film Workshop for 12 youth.

Serve 55 total youth and engage four peer mentors. Complete 10 outreach screenings.

Tasks:

Input and analyze evaluations from Weekly Film Training Program and Intensive Film Workshop.

Refine evaluation tools with PSU Homelessness Research and Action Collaborative for pre and post workshop self-assessments.

Set up youth equipment checkout system at studio space.

Establish workflow, roles and timelines for server.

Evaluate and improve curriculum, as needed.

Hire and train two peer mentors.

Schedule community screenings.

Recruit youth for Intensive Film Workshop.

Complete five films

July - December, 2020

Milestones:

August - Complete Intensive Film Workshop.

November - Host gala screening for general public.

December - Post films to community access channels and online.

Ongoing program evaluation, Weekly Film Training Program and Quarterly Alumni program.

Serve 55 total youth and engage four peer mentors.

Tasks:

Input and analyze evaluations from Weekly Film Training Program and Intensive Film Workshop.

Refine evaluation tools with PSU Homelessness Research and Action Collaborative for pre and post workshop self-assessments.

Evaluation and refine youth equipment checkout system.

Evaluate and improve curriculum, as needed.

Hire and train two peer mentors.

Schedule community screenings.

Recruit youth for Intensive Film Workshop.

Complete five films

January - April, 2021

Milestones:

January - April - Continue Weekly Film Training Program and monthly alumni programs.

May - Host Intensive Film Workshop for 15 youth.

June - Complete Intensive Film Workshop for 12 youth.

Serve 55 total youth and engage four peer mentors. Complete 10 outreach screenings.

Tasks:

Complete five films.

Analyze evaluation of entire program with support from PSU.

Submit final report to MHCRC

(This field has a character limit of 21000)

Organization Capacity

The applicant should demonstrate the Organization's capacity to successfully integrate the project into the organization.

The core mission of Outside the Frame is to make homeless and marginalized youth the directors of their own films and their own lives. We have been developing this program since 2009, with Outside In, and became our own non-profit in 2015. Since receiving our first MHCRC grant, we have seen tremendous growth in programming, infrastructure and impact. 18 months into our 30 month grant cycle, we have already exceeded our goals on all fronts - Outside the Frame trained over 100 youth, produced 25 films, two of which won the Best of the NW Award, led 40 community screenings and provided production services and training to 10 public organizations.

Until now, we have had our programming at project partner sites - Outside In, Alliance at Benson, the Portland Art Museum etc. Starting 1/1/19, as per our strategic plan, and thanks to Prosper Portland, we are leasing a 2800 sq foot site that is large enough to host our programming. While we will still maintain Outside In as the initial point of contact, our own space will allow us to increase our programming exponentially, and serve more and more diverse youth, without being limited by host organizations space and time constraints. So far in 2019, over 100 young people gathered in our new studio space to train with film industry professionals and tell their stories on screen. Now our youth know they have a place they can go to find emotional support, food, and all the equipment and resources they need to change their lives - and our community - with their films. In the process, youth gain employable skills they now use for paid work on our contract projects with organizations ranging from Trauma Informed Oregon to the Portland Art Museum.

Now, Outside the Frame's studio is brimming with activity, our van is full of youth going to filming locations, screenings and presentations, and we were recently awarded Best New Non Profit by Portland Monthly Magazine's Light a Fire Award. Our year-round programs are full, and the youth are doing their job as artists and shifting public perceptions. Our sold out screenings present original films and unforgettable discussions with young filmmakers who have experienced homelessness. Mayor Wheeler said: "You see their potential, and through whatever magic you are working at Outside the Frame, you are lifting that potential to reality."

Our youth's films are recognized not just for their content, but also their quality. We were selected for film festivals, awarded "Best of the Northwest" in 2019 and 2018 by the Alliance for Community Media, and our commissioned film, Nobody's Trash, is the centerpiece of a storytelling forum for Metro Regional Government. "These are the kinds of stories we need to tell at the top of our voices to get this issue in the face of the folks that are making the decisions about social investments and public policy on the national level," said Margaret Salazar, Director of Oregon Housing and Community Services.

We will round out our film equipment package to be able to meet the growing demands for our services without needing to borrow or rent gear - to teach more youth at once, and to have several projects going simultaneously. We will be able to create an editing lab and offer more editing instruction - a need our program participants have identified.

(This field has a character limit of 5500)

Measurable Project Outcomes

What project outcomes do you hope to achieve for the identified community or targeted beneficiaries through the use of the proposed technology?

Outcomes:

- At least 50 youth pass technical skills test, a prerequisite to becoming certified as producers for cable access at Open Signal.
- We expect to serve 125 youth through our various programs. Of the participants that complete a pre and post survey, we expect:
 - 75% of youth report increase in knowledge about how to use a video camera
 - 60% of youth report increase in knowledge about how to compose a shot
 - 50% of youth report increase in knowledge about different types of shots
 - 75% of youth report increase in knowledge about how to shoot and interview with b-roll
 - 50% of youth report increase in knowledge about how to work as part of a crew
 - 50% of youth report increase in knowledge about how to develop a story with images
 - 75% of youth report increase in knowledge about script writing
 - 75% of youth report increase in knowledge about storyboarding
 - 90% of audience members report shift in their perspective on homelessness

Budget Narrative

Budget Narrative

PERSONNEL

Project Director and Program Coordinator: The Project Director and Program Coordinator will oversee all aspects of the grant project. Responsibilities will include ensuring that budget and timeline target are met, preparing project reports, working with project partners to develop the project evaluation, selecting and supervising staff and contractors, and conducting outreach to the targeted users. The Project Director will work 60% of the time for 16 months. Based on an annual salary with fringe benefits of \$52,935, the cost to the project will be \$42,242. Program Coordinator will work 100% of the time for 16 months. Based on an annual salary with fringe benefits of \$38,380, the cost to the project will be \$38,380. Total is: \$80,622

Grant funds: \$0

Match: \$80,622

TRAVEL

Cost to project for Outside the Frame van use is \$1,535. The youth meet us at our programming locations. From there, the van is used to transport youth and equipment to filming locations, Open Signal, outreach events and field trips.

Grant Funds: \$0

Match: \$1,535

CONTRACTUAL:

Professional filmmakers will provide instruction on film equipment and concepts, including camera, audio, lighting, scriptwriting and post production, guiding participants through completion of film projects during film intensives and weekly workshops. The total cost to the project will be \$13,227.

Grant funds: \$0

Match: \$13,227

Open Signal will continue to certify program graduates as producers at Open Signal (a \$100 per person value, or estimated value of \$3000 for the duration of the project), offer free or reduced continuing education classes to 10 youth (A \$100 per person per class value, or estimated value of \$1,000 for the duration of the project), and provide Outside the Frame with studio time and equipment to supplement existing resources (estimated value \$20,000).

Grant: \$0

Match: \$24,000

Outside In will provide stipends to youth for their work experiences with Outside the Frame, estimated at \$6,000 per year.

Grant funds: \$0

Match: \$6,000

KBOO will provide a media sponsorship for OTF's annual screenings, including an audio spot, and inclusion on KBOO's social media, newsletter, website and on air interview. Sponsorship package valued at \$11,450

Grant: \$0

Match: \$11,450

Hollywood Theater will host 1-2 screenings for Outside the Frame during the course of the grant, and PR to our membership and audience. The value of each screening is \$850, for a total of \$1,700.

Grant Funds: \$0

Match: \$1,700

Digital One will provide audio post production services at a 50% discount. Based on the prior two years, we expect to pay \$5,000 and to receive \$5,000 in kind during the course of the grant.

Grant Funds: \$0

Match: \$10,000.

Portland State Universities Homeless Research & Action Collaborative will provide research consultation valued at \$60/hr, or up to \$2,000 for the duration of the grant.

Grant Funds: \$0

Match: \$2,000

TOTAL CONTRACTUAL: \$68,377

EQUIPMENT

This request is for \$32,745 for equipment to include server, harddrives for server, software: \$5,840; Macbook Pros, Applecare, external harddrives and accessories: \$15,705; Cameras, lenses, audio gear: \$11,200.

		Price	Units	Total	Grand Total
Server	QNAP-TVS-1282T3	\$3,920	1	\$3,920	
Hard Drives for Server		\$215	8	\$1,720	
Cataloging Software	Neofinder	\$150	1	\$150	
Sync Software	Good Sync 2 Go	\$50	1	\$50	
Portable Hard Drives	1 TB	\$166	6	\$996	
Macbook Pro	editing laptop	\$2,350	5	\$11,750	
Apple Care	Warranty	\$250	5	\$1,250	
Mac Accessories	Dongles, cases, mice, keyboards etc.	\$150	5	\$750	
Adobe Creative Suite Liscence	Editing Software	\$240	4	\$960	
Audio Equipment	Multi Track Mixer	\$999	1	\$999	
Camera	c100 with lens and bag	\$2,200	3	\$6,600	
Audio Equipment	Lav and shotgun	\$1,200	3	\$3,600	
					\$32,745

Grant Funds: \$32,745

Match \$0

OVERHEAD COSTS

10% overhead for the duration of the project will cost \$17,053.

Grant Funds: \$2,255

Match: \$14,798

Statement of Matching Resources

A project will not be considered eligible for funding unless the applicant documents the capacity to supply matching resources of at least 50 percent (50%) of the total project cost.

The Statement of Matching Resources is essential to understanding which project costs identified in the Budget Narrative and the line Item Budget will be supported by the applicant organization and which project cost will be supported by Project Partners.

Resources contributed by Outside the Frame:
 \$80,622 in salary and fringe for Project Director and Program Coordinator
 \$1,535 in travel costs
 \$5,000 for Contractual Costs to Digital One
 \$14,798 for Overhead at 10%
 TOTAL OTF: \$101,955

Resources contributed by Open Signal:
 \$4,000 in education and training
 \$20,000 in studio time and equipment
 Total contribution from Open Signal: \$24,000

Resources contributed by KBOO:
 \$11,450 in media sponsorship package.

Resources contributed by Hollywood Theater:
 \$1,700 in screenings

Resources contributed by Outside In:
 \$6,000 in stipends

Resources contributed by Digital One:
 \$5,000 in audio post production services.

Resources contributed by Portland State University:
 \$2,000 in research consultation.

Resources contributed by professional filmmakers:
 \$13,227 in teaching time.
 TOTAL PARTNERS: \$63,337
 Total matching resources: \$165,292

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$80,622.00	\$80,622.00
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$1,535.00	\$1,535.00
Contractual	\$0.00	\$68,337.00	\$68,337.00
Equipment	\$32,745.00	\$0.00	\$32,745.00
Infrastructure/Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$2,255.00	\$14,798.00	\$17,053.00

Totals

\$35,000.00

\$165,292.00

\$200,292.00

Final Application Signature

Signature of Duly Authorized Representative	Nili Yosha
Date	08/12/2019
Title	Executive Director
Phone	503-662-8344
E-mail	nili@otfpx.org

Supplemental Material Attachments

Partner Commitment Letter(s)

File Name	Description	File Size
Hollywood MHCRC Letter Signed.pdf	Hollywood Theater Letter of Commit	63 KB
KBOO support letter.docx	KBOO Letter of Commit	178 KB
OI Letter OTF-MHCRC-OI.pdf	Outside In Letter of Commit	458 KB
Open Signal support letter.pdf	Open Signal letter of commit	287 KB
Outside the Frame MHCRC Letter of Recommendation 2019.pdf	Metro East Letter of Commit	166 KB

August 5th, 2019

Mt. Hood Cable Regulatory Commission
111 SW Columbia St.
Suite 600
Portland, OR 97201

Dear Commissioners,

The Hollywood Theatre is a Portland landmark with a national reputation for award-winning film programming, innovative educational programs, and providing fiscal support for local filmmakers. Screening Outside the Frame's films aligns with our commitment to independent film, community building and respect.

We expect to host 1-2 screenings for Outside the Frame during the course of the grant, and PR to our membership and audience. The value of each screening is \$850.

Thank you for supporting this important organization.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Hudson', followed by a long horizontal line extending to the right.

Anthony Hudson
Community Programmer
Hollywood Theatre



August 5th, 2019

Mt. Hood Cable Regulatory Commission
111 SW Columbia St.
Suite 600
Portland, OR 97201

Dear Commissioners,

Outside In serves 1000 homeless youth a year - Outside the Frame can't keep up with the demand. Outside the Frame's film program is an asset to our youth. It provides access to technology that is not typically available, a valuable creative outlet, a unique job experience and a sense of pride. These are valuable building blocks on the journey to self-sufficiency.

Outside In will continue to provide space and recruitment support for the film program. We will also provide stipends to youth for their work experiences with Outside the Frame, estimated at \$6,000 per year.

Their proposal to expand their consistent programming at Outside In will greatly benefit the youth and ultimately, the entire community. It is very timely and I encourage you to give them your full support.

Sincerely,

Patricia Patrón
Executive Director

The point of return.™

1132 SW 13th Ave.
Portland OR 97205

503.535.3800
503.223.6837 fax

www.OutsideIn.org

EXECUTIVE DIRECTOR

Patricia Patrón

BOARD OF DIRECTORS

Philip Wu, MD, President
Kaiser Permanente

Nancy Cox, Vice President
Intel, Retired

Taizoon Doctor, Treasurer
Community Volunteer

John Rothermich, JD, Secretary
K & L Gates

Akeem Williams, JD
Lindsay Hart

Anupam Narayan
Rockwood Associates

Brian Weaver
Portland Playhouse

Gail Snow
HB Design

Mike Plunkett, DDS, MPH
Kaiser Permanente

Rei Skoczylas
Care Oregon

Seth Rockwell
Community Volunteer

Steve Jones, MD
Kaiser Permanente

Tanya Shanks-Connors, RN, BSN, MBA
Legacy Mt. Hood

Tom Lee
Northwest Bank

August 5th, 2019

Mt. Hood Cable Regulatory Commission
111 SW Columbia St.
Suite 600
Portland, OR 97201


Dear Commissioners,

Open Signal and Outside the Frame have been working together since before they each had their new names.

As per our mission to make media production possible for everyone, we will continue to supplement Outside the Frame's equipment and studio needs (estimated at \$20,000 for the duration of the project). We will continue to certify their program graduates as producers at Open Signal (a \$100 per person value, or estimated value of \$3000 for the duration of the project). We will also offer free or reduced continuing education classes (A \$100 per person per class value, or estimated value of \$1,000 for the duration of the project). As per our mission to amplify the local voices, we will air Outside the Frame's films on our channels and online.

Thank you for your support of Open Signal and Outside the Frame.

Sincerely,

A handwritten signature in black ink, appearing to read 'Justen Harn', with a long horizontal stroke extending to the right.

Justen Harn
Executive Director
Open Signal: Portland Community Media



TAKE CONTROL OF THE MEDIA

August 5th, 2019
Mt. Hood Cable Regulatory Commission
111 SW Columbia St.
Suite 600
Portland, OR 97201

Dear Commissioners,

MetroEast Community Media has supported Outside the Frame since its inception. We provided film equipment and staff support for their workshops for homeless and marginalized youth and aired their films on our channels and online. They have been featured on Community Hotline, on our website, on panels we have facilitated, and created our favorite content for our annual Holiday Showcase.

Granting Outside the Frame funds to expand their own film equipment will free Metro East to support other organizations in the same way we supported Outside the Frame, hopefully with similar success. We are thrilled to take our collaboration to the next level: MetroEast will continue to air films produced by Outside the Frame on our channels. We will provide additional training to their program graduates for a year, at no cost (\$25/per person value.) We will make the studio available to them, when possible (valued at \$1,250/day). Our staff will be available for additional training and technical assistance, as needed, at competitive rates. Together, we will look for opportunities to integrate Outside the Frame program graduates and staff into the exciting developments at our Rockwood location.

With the support of the Mt. Hood Cable Regulatory Commission, both Metro East and Outside the Frame are more than the sum of their parts.

Sincerely,

A handwritten signature in black ink that reads 'Seth J Ring'.

Seth Ring
Director of Education & Volunteers
MetroEast Community Media
971 266 3250
seth@metroeast.org



August 5th, 2019

Mt. Hood Cable Regulatory Commission
111 SW Columbia St.
Suite 600
Portland, OR 97201

Dear Commissioners,

KBOO is an independent, member-supported, non-commercial, volunteer-powered community radio station. KBOO embodies equitable social change, shares knowledge, and fosters creativity with a commitment to the voices of oppressed and underserved communities.

Outside the Frame shares our values. We are proud to provide media sponsorship for their annual screenings, including an audio spot, and inclusion on our social media, newsletter, website and on air interview. Each sponsorship package is valued at \$11,450, and we expect to provide at least two for the duration of the project.

Thank you for amplifying the voices of homeless and marginalized youth.

Sincerely,

Erin Yanke

Erin Yanke
Program Director
KBOO Community Radio
program@kboo.org

20 SE 8TH AVENUE
PORTLAND, OR 97214
WWW.KBOO.FM

90.7 FM PORTLAND
91.9 FM HOOD RIVER
104.3 CORVALLIS

Grant Agreement -- Attachment 2

EXAMPLE OF INTERIM REPORT INFORMATION

ACTIVITIES AND PROGRESS

Describe project activities that focus on the intended outcomes and/or progress made toward the outcomes. Provide both quantitative and qualitative details as they relate to an activity.

VIDEO OUTPUT

If the grant intends to produce video programming for the community media channels, describe the programming produced.

EVALUATION AND LEARNINGS

Summarize the key evaluation steps completed or underway. What are the primary lessons learned thus far about the project? Have you had any course corrections or adjustments to your project based on learnings thus far? How might these learnings impact project implementation in the next Reporting Period?

IMPLEMENTATION SUCCESSES AND CHALLENGES

By using the project's original implementation plan/timeline (included in Attachment 2 to the Grant Agreement, The Implementation Plan), provide a mark-up of the plan indicating the status of your project in relation to the original plan/timeline by adding a "status" column to your activities list.

Describe any anticipated and unanticipated successes and challenges.

EXPENSE DETAIL

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Reporting Period; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified above.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

WORK SAMPLES

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

EXAMPLE OF FINAL REPORT INFORMATION

RESULTS

Describe the significant project activities that took place throughout the life of your project and how these activities contributed to the realization of the original project purpose and outcomes. (As applicable, please quantify your results as they related to your original project outcomes, i.e. numbers of people served, the demographics of those served, the number and type of content created, the number/type of classes/programs offered, etc.)

Outline your evaluation process, including evaluation tools and methods. Detail the results of your evaluation.

Do you have a testimonial story to tell that captures the essence of the project's impact? (Where anonymity is required, please use pseudonyms.)

REFLECTIONS

What did you learn about the problem or issue you were trying to address?

What did you learn about the population served?

What factors contributed to your success?

What, if any, were the significant challenges encountered? How did you address both anticipated and unanticipated challenges in the course of the project?

SUSTAINABILITY

Will the project/program continue beyond the term of this Grant? If so, what are your next steps and plans for continuing or changing the project/program?

EXPENDITURE DETAIL

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Project term; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified in Step 1.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

WORK SAMPLES

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

COVER SHEET – AGENDA ITEM #R6

For Commission Meeting: Sept. 23, 2019

Frontier – Northwest Fiber Transfer of Control

Staff Recommendation

Staff recommends that the MHCRC approve Resolution 2019-02, “Recommend MHCRC Frontier Jurisdictions consent to transfer of control of Frontier Communications Northwest, Inc. from Frontier Communications Corporation to Northwest Fiber, LLC” with all Exhibits and specific conditions.

Background/Discussion

On May 29, 2019, Frontier Communications Corporation announced it had entered into a definitive agreement to sell its operations and all associated assets in Washington, Oregon, Idaho, and Montana to WaveDivision Capital, LLC in partnership with Searchlight Capital Partners, LLC for \$1.352 billion in cash. The systems to be sold included the systems subject to the cable franchises granted by the MHCRC Frontier Jurisdictions. Frontier will operate the business and serve customers and will provide transition services to the new ownership group following the closing of the transaction.

Summary of Filings and MHCRC Process

On June 24, 2019, the MHCRC approved a contingency request for consultant services to evaluate the legal, financial and technical qualifications of Northwest Fiber to fulfill the cable franchise obligations in consideration of the anticipated transfer of control.

On July 22, 2019, MHCRC staff received formal notification of the proposed transfer of control of Frontier Communications Northwest, Inc. to Northwest Fiber, LLC. The notification consisted of a filing of FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” for each MHCRC Frontier Jurisdiction, containing a cover letter and separate Form 394 filing addressed individually to each MHCRC Frontier Jurisdiction, respectively, but otherwise containing identical exhibits and attachments. As part of the FCC Form 394 filing, Northwest Fiber, LLC, the proposed Transferee under the transaction, agreed to be bound by the terms of its Franchise and its obligations to the City just as it was prior to the transaction.

On August 16 - 26, 2019, MHCRC staff requested additional information necessary to form a complete assessment of qualifications, identify potential risks and fulfill our role in support of the jurisdictions. Northwest Fiber was forthcoming and shared all requested documentation within the 10 day timeframe. Consultants and staff then drafted a financial assessment, resolutions and other documents needed to support the transfer.

On September 16, 2019, draft documents were shared with Frontier and Northwest Fiber to obtain their feedback and to address their concerns prior to consideration by the MHCRC.

On September 18 - 20, 2019, MHCRC staff, consultants, and representatives from Frontier and Northwest Fiber negotiated in good faith to achieve the final documents presented for your consideration.

Staff Analysis

In the two months since Frontier Communications Corporation formally requested approval of MHCRC jurisdictions to transfer control of Frontier Communications Northwest, Inc. and its franchises to Northwest Fiber, LLC, MHCRC staff has been assessing Northwest Fiber's legal, financial, and technical qualifications to own and operate the Frontier cable system. Northwest Fiber has been forthcoming in the sharing of documents needed to determine its legal, financial and technical qualification to assume the obligations of the franchise.

MHCRC Staff recommends approval of Frontier Communications Corporation's application to transfer the franchise to Northwest Fiber, subject to certain specific conditions. *The following is a summary of the key conditions recommended in the attached MHCRC Proposed Resolution No. 2019-02, which (with exhibits) itself sets forth the detailed history of the proposed transaction, staff analysis, and recommended conditions.*

Staff –Recommended Conditions (Summarized)

- Responsibility for all obligations and noncompliance. Northwest Fiber will be responsible for all Frontier franchise obligations and non-compliance issues before or after the close of the transaction (closing is anticipated by or before May 28, 2020).
- Guarantee of franchise performance. Northwest Fiber, LLC as ultimate owner and manager of Northwest Fiber will guarantee performance of any and all franchise obligations.
- No waiver and express reservation of all legal rights and authority. Northwest Fiber and Frontier acknowledge and accept that Frontier Jurisdictions do not waive and expressly reserve all legal rights and authority regarding the Franchises prior to and after transfer of control.
- Security fund. Northwest Fiber will maintain a performance bond in the amount of \$250,000 to mitigate risk for MCHCRC Frontier Jurisdictions.
- Payment for consultant costs. Northwest Fiber and/or Frontier will pay MHCRC for documented costs incurred as a result of the Transfer Request, not to exceed \$20,000.

The MHCRC IGA Process & Applicable Franchise Provisions

Under the Intergovernmental Agreement which created the Mt. Hood Cable Regulatory Commission, the MHCRC acts in an advisory capacity to the Jurisdictions in connection with potential or proposed transfers or changes in ownership or control of any cable franchise or franchisee serving the Jurisdictions.

As set forth in the IGA, changes in ownership or control of a cable communications system or a Grantee is an area where the Jurisdictions have reserved full authority to act on their own behalf, but each Jurisdiction has agreed to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

The MHCRC Frontier Jurisdiction franchise, Section 12, prohibits any transfer of control without the prior consent of the applicable MHCRC Frontier Jurisdiction. The Commission and the Jurisdiction(s) may inquire into the legal, technical and financial qualifications of Frontier as the prospective transferee. The Grantee is required to assist the Commission and the applicable Jurisdiction in such inquiries, and furnish all information reasonably requested.

The MHCRC Frontier Jurisdictions may condition any approval of the proposed transfer upon such terms and conditions as they deem reasonably appropriate, provided such conditions are related to the legal, technical, and financial qualifications of the prospective transferee or to the resolution of outstanding and unresolved issues arising out of Grantee's noncompliance with the terms and conditions of the applicable franchises.

Staff Conclusion

After reviewing the proposed transfer of control of the Frontier Franchise, MHCRC staff determines that, subject to the conditions recommended, Northwest Fiber should have the legal, financial, and technical qualifications to own and operate the Frontier cable system.

Although certain risks exist for MHCRC jurisdictions, MHCRC staff conclude that, with the recommended conditions in place, the remaining level of risk is acceptable. We also understand that Northwest Fiber will need to compete in a local video service environment with Comcast, satellite providers, and local broadcast stations. We believe that Northwest Fiber should be able to compete in our service area and may possibly provide better customer service response.

On September 23, you are asked to discuss and consider passage of **MHCRC Resolution 2019-02 - Recommend MHCRC Frontier Jurisdictions consent to transfer of control of Frontier Communications Northwest, Inc. from Frontier Communications Corporation to Northwest Fiber, LLC under certain conditions; and recommending form of consent.** The passage of this resolution requires a simple majority vote of all members present at the meeting.

MHCRC staff will be pleased to answer any questions you may have after reviewing this material.

Attachments:

- 1) Draft Resolution 2019-02: Recommendation to consent to transfer of control
- 2) Exhibit A: FRC financial assessment memo
- 3) Exhibit B: Form of resolution for MHCRC Frontier Jurisdictions
- 4) Exhibit 1: Draft Acceptance Form
- 5) Exhibit 2: Draft Form of Guarantee

Prepared By: Bea Coulter

Sept. 20, 2019

**Before the
Mt. Hood Cable Regulatory Commission
111 SW Columbia St., Suite 600
Portland, OR 97201**

Recommend MHCRC Frontier Jurisdictions)	Resolution No. 2019-02
Consent to transfer of control of Frontier)	
Communications Northwest Inc. from)	
Frontier Communications Corporation to)	Adopted by the Commission:
Northwest Fiber, LLC)	<i>For consideration: Sept. 23, 2019</i>
)	

Section 1. Findings.

1.1 Authority. The Mt. Hood Cable Regulatory Commission (“Commission” or “MHCRC”) was created by Intergovernmental Agreement (dated 12/24/92) (“IGA”) to carry out cable regulation and administration on behalf of Multnomah County and the cities of Portland, Gresham, Troutdale, Fairview, and Wood Village (the “Jurisdictions”). Among other things, the Commission acts in an advisory capacity to the Jurisdictions in connection with potential or proposed transfers or changes in ownership or control of any cable franchise or cable franchise grantee serving the Jurisdictions. As set forth in the IGA, changes in ownership or control of a cable communications system or a Grantee is an area where the Jurisdictions have reserved full authority to act on their own behalf, but each Jurisdiction has agreed to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

1.2 Cable Franchises. The Cities of Gresham, Fairview, Troutdale, and Wood Village (“Frontier Jurisdictions”) granted cable television franchises beginning November 18, 2008 to Verizon Northwest, Inc. (“Grantee”), a subsidiary of Verizon Communications, Inc. (“Verizon”) for franchise terms then expiring on December 31, 2018 (“Verizon Franchises”). At Verizon’s request, the Franchises granted by the Cities of Fairview, Troutdale, and Wood Village were granted as addendums to the Franchise granted by the City of Gresham and are substantially identical.

1.3 Transfer to Frontier. On June 1, 2009, Verizon requested consent from the Frontier Jurisdictions to the transfer of control of Grantee to Frontier Communications Corporation (“Frontier”). On December 7, 2009, per MHCRC Res. 2009-05, MHCRC recommended to the Frontier Jurisdictions that they consent to the transfer of control of Grantee to Frontier subject to certain conditions, and each Frontier Jurisdiction subsequently did consent to the proposed transfer. Frontier renamed the Grantee Frontier Communications Northwest Inc. after the transfer. The Verizon Franchises are referred to in the remainder of this Resolution as the “Frontier Franchises” and include the modifications and conditions set forth in the consent ordinance or resolution adopted by the Frontier Jurisdictions.

1.4 Franchise Extensions and Settlement. On November 19, 2018, per MHCRC Res. 2018-01, MHCRC recommended that the Frontier Franchises be extended for an additional four years (to December 31, 2022) subject to certain conditions, and also approved a settlement agreement with Frontier on behalf of the Grantee (“Settlement Agreement”). The Frontier

Jurisdictions subsequently did approve the extension of the Frontier Franchises and all related documents were executed. The Frontier Franchises thus also include the modifications and conditions set forth in the extension ordinance or resolution adopted by the Frontier Jurisdictions and those set forth in the Settlement Agreement.

1.5 Notification of Transfer of Control. The Frontier Franchises contain provisions in Section 12 which require notification of the applicable Frontier Jurisdiction by means of a written request in connection with any transfer of control of the franchise grantee.

1.6 Current Proposed Transfer of Control. On May 29, 2019, Frontier announced the proposed sale of its telephone and cable systems in four states, Idaho, Montana, Oregon, and Washington. On July 22, 2019, MHCRC received formal notification of a proposed transfer of control (“Transfer Request”) of the Grantee and of the Frontier Franchises, from Frontier to Northwest Fiber, LLC (“Northwest Fiber”). The Transfer Request consisted of four copies of FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” for each Frontier Jurisdiction, containing a cover letter and separate Form 394 filing addressed individually to each Frontier Jurisdiction, respectively, but otherwise containing identical exhibits and attachments. As part of the FCC Form 394 filing, the Grantee stated that it will continue to be bound by the terms of the Frontier Franchises after the transfer. Northwest Fiber is described in the Transfer Request as a newly formed entity and a wholly owned subsidiary of Northwest Fiber Holdco, a new entity jointly owned by investment fund, WaveDivision Capital VII, LLC and investment funds affiliated with Searchlight Capital Partners, L.P. The senior management team of Northwest Fiber is comprised principally of experienced communications industry professionals who are former founders and executives of Wave Broadband and are based in Kirkland, Washington.

1.7 Applicable Franchise and Legal Provisions. Section 12 of the Frontier Franchises prohibits any transfer of control without the prior consent of the applicable Frontier Jurisdiction. The Commission and the Frontier Jurisdictions may inquire into the legal, technical, and financial qualifications of Northwest Fiber as the prospective transferee. The Grantee is required to assist the Commission and the applicable Frontier Jurisdiction in such inquiries, and furnish all information reasonably requested. The Frontier Jurisdictions may condition any approval of the proposed transfer upon such terms and conditions as they deem reasonably appropriate, provided such conditions are related to the legal, technical, and financial qualifications of the prospective transferee or to the resolution of outstanding and unresolved issues arising out of noncompliance with the terms and conditions of the applicable franchise. Under FCC rules, 47 C.F.R. 76.502, the Frontier Jurisdictions have one hundred twenty (“120”) days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the Commission or the applicable Frontier Jurisdiction to render a final written decision on the request, provided the Commission and the applicable Frontier Jurisdiction have received all reasonably requested information. Failure by the Grantee, the transferor, or the prospective transferee to provide such information automatically tolls this time period.

1.8 MHCRC Request for Information and Northwest Fiber Response. On August 16, 2019, MHCRC staff issued a Notice of Incompleteness (“NOI”) to Frontier and Northwest Fiber seeking information missing from the Transfer Request that is required for Form 394, and

additionally made requests for more information concerning the Transfer Request. In particular, MHCRC staff sought additional information about the financial qualifications of Northwest Fiber because it is a newly formed entity. On August 26, 2019, Northwest Fiber responded to the NOI, providing most of the information that MHCRC staff deemed missing, including highly confidential financial data, while withholding or disputing the relevance of some other information requested.

1.9 Financial Review. MHCRC's outside counsel engaged Front Range Consulting, Inc. to conduct a review and evaluation of the financial information provided by Northwest Fiber and to provide a non-confidential report on the financial qualifications of Northwest Fiber which report is attached as Exhibit A. In summary, the report found that Northwest Fiber had prepared detailed financial projections of its proposed financial performance after this acquisition suggesting that the company would be financially viable and stable. As with any financial projections, market, competitive, and economic conditions could significantly impact these Northwest Fiber projections. However, the report found it noteworthy and positive that those projections had been vetted by large and sophisticated private equity firms who decided to make substantial funding commitments to this new entity. The report also recommended that the Frontier Jurisdictions consider requiring a guaranty and form of security similar to that required of Frontier.

1.10 Conditions and Terms. In the NOI, MHCRC gave Frontier and Northwest Fiber notice of specific conditions that would likely be included in any transfer consent, while also noting a likelihood that additional conditions be imposed by individual Frontier Jurisdictions. The specific conditions listed by MHCRC were as follows: Northwest Fiber and the Grantee comply with the requirements of the Frontier Franchises, including all applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto; Northwest Fiber be responsible for any non-compliance by Grantee; the Frontier Jurisdictions' approvals shall be automatically null and void in the event the proposed transfer is not consummated, does not reach final closure for any reason, or such closure is reached with different parties or on terms substantially and materially different from the terms described in the FCC Form 394 and subsequent information provided; and Frontier or Northwest Fiber pay the Frontier Jurisdictions' costs related to the review and processing of the proposed transfer, not to exceed twenty thousand dollars (\$20,000).

1.11 MHCRC public hearing and process. MHCRC held a public hearing on September 23, 2019 to consider views on the proposed transfer of control expressed by Frontier and Northwest Fiber, the public, cable subscribers, and interested parties, followed by a work session to consider the information and analysis of staff, legal, and financial counsel, and to make a final recommendation to the Frontier Jurisdictions concerning the proposed transfer of control.

After considering the information received, MHCRC's staff have recommended that the Commission forward the Transfer Request to the Frontier Jurisdictions with the recommendation that it be approved, subject to certain conditions, assurances, and considerations from the parties as set forth in the attached Exhibit B.

Now, therefore, the Commission resolves:

Section 2.

2.1 The Commission recommends that the Frontier Jurisdictions consent by ordinance or resolution, as applicable, to the Transfer Request of Frontier Communications Northwest Inc. to transfer control of the Grantee to Northwest Fiber subject to certain terms and conditions.

2.2 In furtherance of this recommendation, the Commission recommends that the Frontier Jurisdictions approve an ordinance or resolution, as applicable, substantially similar to that attached hereto as Exhibit B.

2.3 MHCRC directs its staff to cooperate with staff and/or legal counsel for the Frontier Jurisdictions to effectuate such changes in Exhibit B as may be necessary for consideration and final action by the individual Frontier Jurisdictions on a timely basis.

RESOLVED BY THE COMMISSION on September 23, 2019.

Leif Hansen, Chair

Reviewed by:

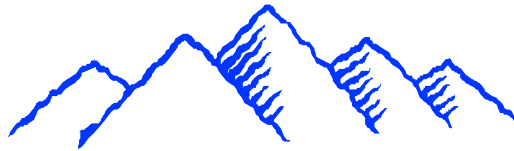
Attachments:

Exhibit A: Front Range Consulting, Inc. Report

Exhibit B: Recommended form of consent ordinance (or resolution) with conditions.

Exhibit 1: Recommended Form of Acceptance

Exhibit 2: Recommended Form of Guarantee



Front Range Consulting, Inc.

1187 Auburn Dr., Unit 114
Castle Rock, CO 80109

August 13, 2019

Gail A. Karish, Esq.
Partner
Best Best & Krieger, LLP
25th Floor
300 South Grand Ave.
Los Angeles, CA 90071

Re: Review of FCC Form 394 for a transfer of ownership from Frontier Communications Corporation to Northwest Fiber, LLC,

Dear Ms. Karish:

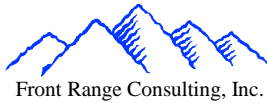
Front Range Consulting, Inc. (“FRC”) has prepared this letter report to Best Best & Krieger, LLP (“BB&K”) related to FRC’s retention by BB&K to do a financial review for the FCC Form 394 delivered to your clients¹ for a transfer of the franchise from Frontier Communications Corporation (“Frontier”) to a new entity, Northwest Fiber, LLC (“Northwest Fiber”). Specifically, FRC was retained to review the “financial qualifications” of Northwest Fiber to continue to perform under the current franchise agreement with the Clients.

Summary of the Proposed Acquisition by Northwest Fiber

On May 28, 2019, Frontier agreed to sell its operations in the States of Washington, Oregon, Idaho and Montana to Northwest Fiber for \$1,325,000,000. Northwest Fiber will be a newly formed entity that will hold and operate these properties and will be owned by subsidiaries associated with WaveDivision Capital, a private investment firm, and investment funds affiliated with Searchlight Capital Partners, L.P. In addition to the purchase agreement, Frontier has agreed to provide transition services to Northwest Fiber for such services and customer billing for free for six (6) months and optionally on a fee basis thereafter for up to three (3) years.

On or about July 19, 2019, Northwest Fiber filed its FCC Form 394 with the clients seeking approval of the transfer of the franchises from Frontier to Northwest Fiber. Included in this FCC Form 394 are descriptions of the transaction and the legal, financial and technical qualifications of Northwest Fiber.

¹ The BB&K clients are: Mt. Hood Cable Regulatory Commission, the City of Kirkland, WA and the City of Kenmore, WA (collectively “Clients”).



Gail A. Karish, Esq.
September 13, 2019
Page 2

FCC Form 394 Financial Information Disclosed

Included with the filed FCC Form 394, Northwest Fiber provided confidential “carve-out pro-forma” financial data based on the historical results of Frontier’s operations in the form of an adjusted Balance Sheet, Income Statement and Statement of Cash Flows. Northwest Fiber also provided an organization chart whereby a subsidiary of WaveDivision Capital will have a ten percent (10%) ownership of Northwest Fiber and Searchlight Capital Partners and its affiliated investment partners will have a ninety percent (90%) ownership interest.

Northwest Fiber stated in part in the FCC Form 394:

“Upon consummation of the Transaction, Northwest Fiber will assume control of the Franchisee as a stronger competitor with a more stable financial structure and substantial cash flow. Specifically, Northwest Fiber expects to have approximately \$300 million in cash on its balance sheet at closing. In addition, the company will also have access to traditional financing arrangements with bank, other financial institutions, and/or other types of funding sources in the form of a secured facility and revolver loan that would provide access to more than half a billion dollars in financing. Northwest Fiber will also have very favorable debt-to-equity, debt-to-capital and debt-to-EBITDA ratios as compared to many other network-based companies operating today, including Frontier which is highly leveraged.”

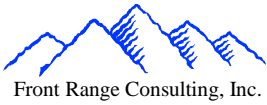
FRC appreciated the candor of these statements in the FCC Form 394 but these statements are unsupported by any financial disclosures except for the “carve-out pro-forma” financial statements based on Frontier’s historical operations. Without more detailed financial disclosures based on projections for Northwest Fiber, FRC cannot assure the Clients that Northwest Fiber will be able to financially perform under the franchise agreement.

Supplemental Financial Disclosure

Based on the limited financial disclosures contained in the FCC Form 394, FRC recommended to the Clients that they should seek additional financial disclosures from Northwest Fiber in order to review the proposed financial structure of Northwest Fiber.

The clients requested additional financial disclosures from Northwest Fiber.

Northwest Fiber provided complete responses to these additional requests notwithstanding its general objection that this additional financial data was beyond the scope of the Clients review. It should be viewed as favorable that Northwest provided the additional financial disclosures as it gives FRC the ability to access the thoroughness of Northwest Fiber’s due diligence into acquiring these properties from Frontier.



Front Range Consulting, Inc.

Gail A. Karish, Esq.
September 13, 2019
Page 3

With regards to the financial projections and presentations made to WaveDivision and the Searchlight entities, FRC was able to conclude that these highly confidential projections have demonstrated that Northwest Fiber has spent considerable time and effort analyzing these properties and Northwest Fiber has projected that Northwest Fiber will be a financially viable operation. The projections and presentations also assessed the marketplace and the demographics that Northwest Fiber will be operating in again suggesting that Northwest has fully researched the competitive landscape that it will be competing in. FRC also notes that while there is a close relationship between Northwest Fiber and WaveDivision, that approximately ninety percent (90%) of the ownership is with very large and sophisticated private equity firms that typically have the technical and financial expertise to review these projections to ensure that their private equity is protected from overly optimistic projections. The Clients should gain some confidence that these SearchLight affiliates has done considerable due diligence into these projections before agreeing to invest their private equity in Northwest Fiber.

By providing the debt and equity commitment letters, FRC was able to conclude that Northwest Fiber has the apparent ability to finance this proposed transaction with Frontier notwithstanding the typical unforeseen market and/or economic conditions caveat.

Northwest Fiber provided the supporting numerical data that Northwest Fiber has favorable debt ratios compared to other network companies. These favorable ratios are based on Northwest Fiber's financial projection and will be subject to competitive pressures once Northwest Fiber rolls out its marketing strategy to maintain and grow its subscriber base. Having said that, Northwest having projections that they have favorable debt ratios does not ensure that if Northwest does not perform on its marketing and technical business plans that these projected debt ratios will be achieved.

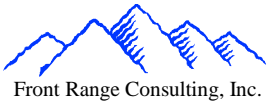
FRC Conclusion

FRC has concluded that Northwest Fiber has prepared a detail financial projections of its proposed financial performance after this acquisition suggesting that it will be financially stable. As with any financial projections, market, competitive and economic conditions could significantly impact these Northwest Fiber projections. FRC did not prepare any projections of its own but rather relied on Northwest Fiber's projections.

FRC also recommends that the clients consider adding two additional conditions which are similar to the conditions in the Verizon to Frontier transfer resolution that is a guarantee of financial performance of Northwest Fiber by WaveDivision Capital and an irrevocable letter of credit for the benefit of the clients of the franchise obligations of Northwest Fiber.

* * * * *

FRC appreciates the opportunity to assist BB&K and its clients with this review of the financial qualifications of Northwest Fiber to financially perform under the current franchise agreements.



Gail A. Karish, Esq.
September 13, 2019
Page 4

Respectfully,

Front Range Consulting, Inc

EXHIBIT B

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TRANSFER OF CONTROL OF THE GRANTEE OF THE CABLE FRANCHISE HELD BY FRONTIER COMMUNICATIONS NORTHWEST INC. TO NORTHWEST FIBER, LLC

The City of [REDACTED] Finds:

1. The Cities of Gresham, Fairview, Troutdale, and Wood Village (“Frontier Jurisdictions”) granted cable television franchises beginning November 18, 2008 to Verizon Northwest, Inc. (“Grantee”), a subsidiary of Verizon Communications, Inc. (“Verizon”) for franchise terms then expiring on December 31, 2018 (“Verizon Franchises”). At Verizon’s request, the franchises granted by the Cities of Fairview, Troutdale, and Wood Village were granted as addendums to the franchise granted by the City of Gresham and are substantially identical.

2. The Mt. Hood Cable Regulatory Commission (“Commission” or “MHCRC”) was created by Intergovernmental Agreement (dated 12/24/92) (“IGA”) to carry out cable regulation and administration on behalf of Multnomah County and the cities of Portland, Gresham, Troutdale, Fairview, and Wood Village (the “Jurisdictions”). Among other things, the Commission acts in an advisory capacity to the Jurisdictions in connection with potential or proposed transfers or changes in ownership or control of any cable franchise or cable franchise grantee serving the Jurisdictions. As set forth in the IGA, changes in ownership or control of a cable communications system or a Grantee is an area where the Jurisdictions have reserved full authority to act on their own behalf, but each Jurisdiction has agreed to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

3. On June 1, 2009, Verizon requested consent from the Frontier Jurisdictions to the transfer of control of Grantee to Frontier Communications Corporation (“Frontier”). On December 7, 2009, per MHCRC Res. 2009-05, MHCRC recommended to the Frontier Jurisdictions that they consent to the transfer of control of Grantee to Frontier subject to certain conditions, and each Frontier Jurisdiction subsequently did consent to the proposed transfer. Frontier renamed the Grantee Frontier Communications Northwest Inc. after the transfer. The Verizon Franchises are referred to in the remainder of this Resolution as the “Frontier Franchises” and include the modifications and conditions set forth in the consent ordinance or resolution adopted by the Frontier Jurisdictions.

4. On November 19, 2018, per MHCRC Res. 2018-01, MHCRC recommended that the Frontier Franchises be extended for an additional four years (to December 31, 2022) subject to certain conditions, and also approved a settlement agreement with Frontier on behalf of the Grantee (“Settlement Agreement”). The Frontier Jurisdictions subsequently did approve the extension of the Frontier Franchises and all related documents were executed. The Frontier Franchises thus also include the modifications and conditions set forth in the

extension ordinance or resolution adopted by the Frontier Jurisdictions and those set forth in the Settlement Agreement.

5. The Frontier Franchises contain provisions in Section 12 which require notification of the applicable Frontier Jurisdiction by means of a written request in connection with any transfer of control of the franchise grantee.

6. On May 29, 2019, Frontier announced the proposed sale of its telephone and cable systems in four states, Idaho, Montana, Oregon, and Washington. On July 22, 2019, MHCRC received formal notification of a proposed transfer of control (“Transfer Request”) of the Grantee and of the Frontier Franchises, from Frontier to Northwest Fiber, LLC (“Northwest Fiber”). The Transfer Request consisted of four copies of FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” for each Frontier Jurisdiction, containing a cover letter and separate Form 394 filing addressed individually to each Frontier Jurisdiction, respectively, but otherwise containing identical exhibits and attachments. As part of the FCC Form 394 filing, the Grantee stated that it will continue to be bound by the terms of the Frontier Franchises after the transfer. Northwest Fiber is described in the Transfer Request as a newly formed entity and a wholly owned subsidiary of Northwest Fiber Holdco, a new entity jointly owned by investment fund, WaveDivision Capital VII, LLC and investment funds affiliated with Searchlight Capital Partners, L.P. The senior management team of Northwest Fiber is comprised principally of experienced communications industry professionals who are former founders and executives of Wave Broadband and are based in Kirkland, Washington.

7. Section 12 of the Frontier Franchises prohibits any transfer of control without the prior consent of the applicable Frontier Jurisdiction. The Commission and the Frontier Jurisdiction(s) may inquire into the legal, technical, and financial qualifications of the proposed transferee. The Grantee is required to assist the Commission and the applicable Frontier Jurisdiction in such inquiries, and furnish all information reasonably requested. The Frontier Jurisdictions may condition any approval of the proposed transfer upon such terms and conditions as they deem reasonably appropriate, provided such conditions are related to the legal, technical, and financial qualifications of the prospective transferee or to the resolution of outstanding and unresolved issues of the grantee's noncompliance with the terms and conditions of the applicable franchise. Under FCC rules, 47 C.F.R. 76.502, the Frontier Jurisdictions have one hundred twenty (120) days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the Commission or the applicable Frontier Jurisdiction to render a final written decision on the request, provided the Commission and the applicable Frontier Jurisdiction have received all reasonably requested information. Failure by the Grantee, the transferor, or the prospective transferee to provide such information automatically tolls this time period.

8. On August 16, 2019, MHCRC staff issued a Notice of Incompleteness (“NOI”) to Frontier and Northwest Fiber seeking information missing from the Transfer Request that is required for Form 394, and additionally made requests for more information concerning the Transfer Request. In particular, MHCRC staff sought additional information about the financial qualifications of Northwest Fiber because it is a newly formed entity. On August

26, 2019, Northwest Fiber responded to the NOI, providing most of the information that MHCRC staff deemed missing, including highly confidential financial data, while withholding or disputing the relevance of some other information requested.

9. MHCRC's outside counsel engaged Front Range Consulting, Inc. ("Front Range") to conduct a review and evaluation of the financial information provided by Northwest Fiber and to provide a non-confidential report on the financial qualifications of Northwest Fiber which report is attached as Exhibit A to the MHCRC Resolution No. 2019-02. In summary, the report found that Northwest Fiber had prepared detailed financial projections of its proposed financial performance after this acquisition suggesting that the company would be financially viable and stable. As with any financial projections, market, competitive, and economic conditions could significantly impact these Northwest Fiber projections. However, the report found it noteworthy and positive that those projections had been vetted by large and sophisticated private equity firms who decided to make substantial funding commitments to this new entity. The report also recommended that the Frontier Jurisdictions consider requiring a guaranty and a security fund similar to that required of Frontier.

10. The information included in the Form 394 filing, and subsequent letters and responses from the proposed transferor, Frontier, and proposed transferee, Northwest Fiber, to MHCRC's Notice of Incompleteness and further information requested therein, has been reviewed by MHCRC staff, MHCRC outside legal counsel, and Front Range. MHCRC staff concluded, based on and in reliance on the information provided by Frontier and Northwest Fiber, together with the analysis of Front Range and outside legal counsel, that the proposed transfer of control could be approved but only if subject to certain conditions addressed to the legal, financial, and technical qualifications of the proposed transferee Northwest Fiber.

11. MHCRC adopted Resolution No. 2019-02 and recommended that the Frontier Jurisdictions approve the proposed transfer of control of Grantee to Northwest Fiber under certain conditions, including the following:

- a. In all respects and without exception, Northwest Fiber and Grantee agree and acknowledge that the transfer of control will not affect, diminish, impair, or supersede the binding nature of the existing valid ordinances, franchises, resolutions, and agreements applicable to operation of the cable system. Grantee shall remain responsible for any and all Frontier Franchise requirements (including but not limited to payment of franchise fees and other amounts due under the Frontier Franchise, and indemnification of the Grantor as provided in the Frontier Franchise) and noncompliance issues under the Frontier Franchise or any obligation that may now exist or may later be discovered to have existed during the term of the Frontier Franchise, even if prior to the closing of this transaction. Grantee, under the control of Northwest Fiber, shall comply with each and every provision of the Frontier Franchise, including all lawful applicable ordinances, orders, contracts, agreements, commitments, settlements, side letters, and regulatory actions taken pursuant thereto, as applicable, whether prior or subsequent to the date the control of the Frontier Franchise and the Grantee were transferred to Northwest Fiber.

- b. Northwest Fiber will execute a guarantee of franchise performance by Grantee, under the control of Northwest Fiber, in substantially the form attached as Exhibit 2, within ten (10) business days after the close of the transaction.
- c. Northwest Fiber and Grantee specifically acknowledge and expressly accept that the Frontier Jurisdictions do not waive and expressly reserve all legal rights and authority in regard to any and all non-compliance under the applicable Frontier Franchise(s) that may now exist or may later be discovered to have existed during the term of the Frontier Franchise(s), even if prior to the closing of the transfer of control authorized by this resolution.
- d. Grantee will pay MHCRC and the City for all documented costs incurred as a result of review of the Transfer Request. MHCRC will present to the Grantee a single invoice itemizing the costs incurred for and by all member Cities, together with supporting documents within thirty (30) days after the close of the transfer of control. Grantee shall remit to MHCRC payment for such undisputed fees and costs in an amount not to exceed \$20,000 within thirty (30) days of its receipt of the invoice. Grantee reserves any and all rights it may have under applicable Federal, State or local law to offset amounts paid on this invoice against any future franchise fees payable to the City under the Franchise.
- e. Northwest Fiber and Grantee will provide current contact information for notice recipients under Section 16.5 of the Frontier Franchise.
- f. Northwest Fiber will within thirty (30) days of closing of the transfer provide a new Exhibit E, "Grantee Parent Structure."
- g. In lieu of the fifty thousand dollars (\$50,000) security allocated to each MHCRC member jurisdiction in Section 14.9 of the Franchise, Grantee will provide and maintain a performance bond ("Security Fund") in the amount of two hundred and fifty thousand dollars (\$250,000) for the faithful performance by Grantee of all material provisions of the Franchises granted by the MHCRC member jurisdictions. For the sake of clarity, the Security Fund shall be a single bond available to each MHCRC member jurisdiction, including the City, in its entirety.
- h. Grantee will contemporaneously notify MHCRC of any transactions defined in Frontier Franchise Section 12.2.
- i. In the event the proposed transfer does not close by May 28, 2020, or closes on terms that are in any material respect different from the terms disclosed to the City in writing, then any City consent to the Transfer Request shall be void and of no force or effect, and the Transfer Request deemed to have been timely denied, unless otherwise agreed by Northwest Fiber and the City. Frontier,

Northwest Fiber, and Grantee hereby waive any and all claims that they may have that any denial of the Transfer Request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. § 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the Transfer Request as required to make any denial effective.

- j. Frontier, Northwest Fiber, and Grantee shall ensure that all records pertaining to the Franchise, including financial records, shall continue to be maintained and made available as described in the Frontier Franchises.
- k. Any consent given by the City to the transfer is made without prejudice to, or waiver of, the City's right to investigate and take into account any lawful considerations during any future franchise renewal or transfer process.
- l. This consent does not affect and shall not be construed to affect the rights and authority of the City to regulate or authorize, by ordinance, license, or otherwise, use of the public rights-of-way for purposes other than for cable service, or to charge a franchise fee or other compensation for such use under applicable law. To the extent that the Grantee or its affiliates may seek to provide a service other than cable service or through other facilities within the City, the City reserves the right to require any additional authorizations and payment of a franchise fee or other compensation regarding such services and facilities that it may lawfully require. Consent to the transfer shall not be deemed to be consent to the use of the public rights-of-way by Grantee or any of its affiliates for any purpose other than the provision of cable service. Notwithstanding the foregoing, the City acknowledges that, as recognized in Section 3.2 of the Franchise Agreement, Grantee's network in the City is constructed, operated, and maintained as an upgrade to and/or extension of its pre-existing Telecommunications Facilities for the provision of Non-Cable Services, jurisdiction over which is governed by Federal and State law.
- m. Frontier, Northwest Fiber, and Grantee have acknowledged these conditions of transfer approval in writing no later than thirty (30) days following approval of the transfer resolution of the City.

THE CITY OF [REDACTED] RESOLVES:

- A. Subject to the conditions set forth in the acceptance form attached as Exhibit 1 to this resolution, the City approves Frontier's request for a transfer of control of Grantee to Northwest Fiber.
- B. Within thirty (30) days after passage of this resolution, Frontier, Grantee, and Northwest Fiber shall file a written, executed acceptance of this resolution. The acceptance

shall be in the form attached hereto as Exhibit 1. Northwest Fiber shall file such written acceptance with the City, with a duplicate to be sent to MHCRC.

C. The executed acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions, and restrictions contained therein.

D. The failure, refusal, or neglect by Frontier, Northwest Fiber, and Grantee to file such written acceptance by such time shall constitute an abandonment and rejection of the rights and privileges conferred hereby, and the Transfer Request shall then be deemed denied without further action by either party.

E. If for any reason the transfer in the Purchase Agreement dated May 28, 2019 which is the subject of the Transfer Request is not finally consummated, or if the closure is reached on terms which are substantially and materially different to the terms identified in the FCC Form 394 and in public documents and responses to the Notice of Incompleteness submitted by MHCRC provided by Northwest Fiber and relied upon by MHCRC and the Frontier Jurisdictions, then Grantee and Northwest Fiber shall provide written notice to MHCRC and the Frontier Jurisdictions providing a detailed description of what has occurred and the Transfer Request shall then be deemed timely denied without further action by any party.

Yes: _____

No: _____

Absent: _____

Abstain: _____

Passed by the City Council and effective on _____.

City Manager

Mayor

Approved as to Form:

City Attorney

EXHIBIT 1
RECOMMENDED ACCEPTANCE FORM

This is to advise the City of _____ (the “City”) that Frontier Communications Corporation (“Transferor”), Northwest Fiber, LLC (“Transferee”), and Frontier Communications Northwest, Inc. (“Grantee”) hereby unqualifiedly accept the provisions applicable to them of Resolution No. _____, passed by the City on _____, 2019 regarding the transfer of control (“Transfer”) of Grantee to Transferee (“Franchise”) and subsequently duly adopted by the Cities of **[INSERT OTHER MHCRC JURISDICTIONS]**, and agree, as applicable, to abide by the following terms and conditions:

- a. In all respects and without exception, Transferee and Grantee agree and acknowledge that the Transfer will not affect, diminish, impair, or supersede the binding nature of the existing valid ordinances, franchises, resolutions, and agreements applicable to operation of the cable system. Transferee shall at all times cause Grantee to comply, and Grantee shall comply, with each and every provision of the Franchise, including all lawful applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto, including but not limited to system upgrade commitments, support for Public, Educational, and Governmental cable access, and institutional network construction, interconnection, and extension requirements.
- b. Transferee will execute a guarantee of franchise performance by Grantee, under the control of Transferee, in substantially the form attached as Exhibit 2 to the transfer ordinance, within ten (10) business days after the close of the Transfer.
- c. Transferee and Grantee acknowledge and accept that the City does not waive and expressly reserves all legal rights and authority in regard to any and all non-compliance under the Franchise that may now exist or may later be discovered to have existed during the term of the Franchise, even if prior to the closing of the Transfer that is the subject of this Acceptance.
- d. Grantee will pay the Mt. Hood Cable Regulatory Commission (“MHCRC”) and the City for all documented costs incurred as a result of their review of the request for consent to the Transfer (“Transfer Request”). MHCRC will present to the Grantee a single invoice itemizing the costs incurred for and by all member Cities, together with supporting documents within thirty (30) days after the close of the Transfer. Grantee shall remit to MHCRC payment for such undisputed fees and costs in an amount not to exceed \$20,000 within thirty (30) days of its receipt of the invoice. Grantee reserves any and all rights it may have under applicable Federal, State or local law to offset amounts paid on this invoice against any future franchise fees payable to the City under the Franchise.
- e. Transferee and Grantee will provide current contact information for notice recipients under Section 16.5 of the Franchise.
- f. Transferee will within thirty (30) days of closing of the Transfer provide a new Exhibit E, “Grantee Parent Structure.”

- g. In lieu of the fifty thousand dollars (\$50,000) security allocated to each MHCRC member jurisdiction in Section 14.9 of the Franchise, Grantee will provide and maintain a performance bond (“Security Fund”) in the amount of two hundred and fifty thousand dollars (\$250,000) for the faithful performance by Grantee of all material provisions of the Franchises granted by the MHCRC member jurisdictions. For the sake of clarity, the Security Fund shall be a single bond available to each MHCRC member jurisdiction, including the City, in its entirety.
- h. Grantee will contemporaneously notify MHCRC of any transactions defined in Franchise Section 12.2.
- i. In the event the Transfer does not close by May 28, 2020, or closes on terms that are in any material respect different from the terms disclosed to the City in writing, then any City consent to the request for Transfer Request shall be void and of no force or effect, and the Transfer Request deemed to have been timely denied, unless otherwise agreed by Transferor and City. Transferor, Transferee, and Grantee hereby waive any and all claims that they may have that any denial of the Transfer Request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. § 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the Transfer Request as required to make any denial effective.
- j. Transferor, Transferee, and Grantee shall ensure that all records pertaining to the Franchise, including financial records, shall continue to be maintained and made available as described in the Franchise.
- k. Any consent given by the City to the Transfer is made without prejudice to, or waiver of, the City's right to investigate and take into account any lawful considerations during any future franchise renewal or transfer process.
- l. This consent does not affect and shall not be construed to affect the rights and authority of the City to regulate or authorize, by ordinance, license, or otherwise, use of the public rights-of-way for purposes other than for cable service, or to charge a franchise fee or other compensation for such use under applicable law. To the extent that the Grantee or its affiliates may seek to provide a service other than cable service or through other facilities within the City, the City reserves the right to require any additional authorizations and payment of a franchise fee or other compensation regarding such services and facilities that it may lawfully require. Consent to the Transfer shall not be deemed to be consent to the use of the public rights-of-way by Grantee or any of its affiliates for any purpose other than the provision of cable service. Notwithstanding the foregoing, the City acknowledges that, as recognized in Section 3.2 of the Franchise Agreement, Grantee’s network in the City is constructed, operated, and maintained as an upgrade to and/or extension of its pre-existing Telecommunications Facilities for the provision of Non-Cable Services, jurisdiction over which is governed by Federal and State law.

m. Transferor, Transferee, and Grantee shall have acknowledged these conditions of approval of the Transfer in writing no later than thirty (30) days following approval of the transfer resolution of the City.

FRONTIER COMMUNICATIONS CORPORATION (as Transferor)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by _____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

NORTHWEST FIBER LLC (as Transferee)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by _____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

FRONTIER COMMUNICATIONS NORTHWEST, INC. (as Grantee)

BY:
NAME:
TITLE:

DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by
_____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

EXHIBIT 1
RECOMMENDED ACCEPTANCE FORM

This is to advise the City of _____ (the “City”) that Frontier Communications Corporation (“Transferor”), Northwest Fiber, LLC (“Transferee”), and Frontier Communications Northwest, Inc. (“Grantee”) hereby unqualifiedly accept the provisions applicable to them of Resolution No. _____, passed by the City on _____, 2019 regarding the transfer of control (“Transfer”) of Grantee to Transferee (“Franchise”) and subsequently duly adopted by the Cities of **[INSERT OTHER MHCRC JURISDICTIONS]**, and agree, as applicable, to abide by the following terms and conditions:

- a. In all respects and without exception, Transferee and Grantee agree and acknowledge that the Transfer will not affect, diminish, impair, or supersede the binding nature of the existing valid ordinances, franchises, resolutions, and agreements applicable to operation of the cable system. Transferee shall at all times cause Grantee to comply, and Grantee shall comply, with each and every provision of the Franchise, including all lawful applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto, including but not limited to system upgrade commitments, support for Public, Educational, and Governmental cable access, and institutional network construction, interconnection, and extension requirements.
- b. Transferee will execute a guarantee of franchise performance by Grantee, under the control of Transferee, in substantially the form attached as Exhibit 2 to the transfer ordinance, within ten (10) business days after the close of the Transfer.
- c. Transferee and Grantee acknowledge and accept that the City does not waive and expressly reserves all legal rights and authority in regard to any and all non-compliance under the Franchise that may now exist or may later be discovered to have existed during the term of the Franchise, even if prior to the closing of the Transfer that is the subject of this Acceptance.
- d. Grantee will pay the Mt. Hood Cable Regulatory Commission (“MHCRC”) and the City for all documented costs incurred as a result of their review of the request for consent to the Transfer (“Transfer Request”). MHCRC will present to the Grantee a single invoice itemizing the costs incurred for and by all member Cities, together with supporting documents within thirty (30) days after the close of the Transfer. Grantee shall remit to MHCRC payment for such undisputed fees and costs in an amount not to exceed \$20,000 within thirty (30) days of its receipt of the invoice. Grantee reserves any and all rights it may have under applicable Federal, State or local law to offset amounts paid on this invoice against any future franchise fees payable to the City under the Franchise.
- e. Transferee and Grantee will provide current contact information for notice recipients under Section 16.5 of the Franchise.
- f. Transferee will within thirty (30) days of closing of the Transfer provide a new Exhibit E, “Grantee Parent Structure.”

- g. In lieu of the fifty thousand dollars (\$50,000) security allocated to each MHCRC member jurisdiction in Section 14.9 of the Franchise, Grantee will provide and maintain a performance bond (“Security Fund”) in the amount of two hundred and fifty thousand dollars (\$250,000) for the faithful performance by Grantee of all material provisions of the Franchises granted by the MHCRC member jurisdictions. For the sake of clarity, the Security Fund shall be a single bond available to each MHCRC member jurisdiction, including the City, in its entirety.
- h. Grantee will contemporaneously notify MHCRC of any transactions defined in Franchise Section 12.2.
- i. In the event the Transfer does not close by May 28, 2020, or closes on terms that are in any material respect different from the terms disclosed to the City in writing, then any City consent to the request for Transfer Request shall be void and of no force or effect, and the Transfer Request deemed to have been timely denied, unless otherwise agreed by Transferor and City. Transferor, Transferee, and Grantee hereby waive any and all claims that they may have that any denial of the Transfer Request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. § 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the Transfer Request as required to make any denial effective.
- j. Transferor, Transferee, and Grantee shall ensure that all records pertaining to the Franchise, including financial records, shall continue to be maintained and made available as described in the Franchise.
- k. Any consent given by the City to the Transfer is made without prejudice to, or waiver of, the City's right to investigate and take into account any lawful considerations during any future franchise renewal or transfer process.
- l. This consent does not affect and shall not be construed to affect the rights and authority of the City to regulate or authorize, by ordinance, license, or otherwise, use of the public rights-of-way for purposes other than for cable service, or to charge a franchise fee or other compensation for such use under applicable law. To the extent that the Grantee or its affiliates may seek to provide a service other than cable service or through other facilities within the City, the City reserves the right to require any additional authorizations and payment of a franchise fee or other compensation regarding such services and facilities that it may lawfully require. Consent to the Transfer shall not be deemed to be consent to the use of the public rights-of-way by Grantee or any of its affiliates for any purpose other than the provision of cable service. Notwithstanding the foregoing, the City acknowledges that, as recognized in Section 3.2 of the Franchise Agreement, Grantee’s network in the City is constructed, operated, and maintained as an upgrade to and/or extension of its pre-existing Telecommunications Facilities for the provision of Non-Cable Services, jurisdiction over which is governed by Federal and State law.

m. Transferor, Transferee, and Grantee shall have acknowledged these conditions of approval of the Transfer in writing no later than thirty (30) days following approval of the transfer resolution of the City.

FRONTIER COMMUNICATIONS CORPORATION (as Transferor)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by _____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

NORTHWEST FIBER LLC (as Transferee)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by _____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

FRONTIER COMMUNICATIONS NORTHWEST, INC. (as Grantee)

BY:
NAME:
TITLE:

DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by
_____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

EXHIBIT 2
GUARANTEE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, between the Jurisdictions, the Guarantor, and the Grantee. For the purpose of this Agreement, the terms "Jurisdictions", "Guarantor" and "Grantee" have the meanings given in this Agreement below:

WITNESSETH

WHEREAS, the Cities of Gresham, Troutdale, Fairview and Wood Village, Oregon, (the "Jurisdictions") have negotiated a cable franchise agreement (the "Franchise") currently held by Frontier Communications Northwest Inc. (the "Grantee"), to operate and maintain a cable television system (the "Cable System"); and

WHEREAS, Northwest Fiber, LLC (the "Guarantor") has proposed to become an ultimate owner and manager of the Grantee, and has filed a formal written request seeking approval of the proposed transfer by the Jurisdictions as required by federal law (FCC Form 394); and

WHEREAS, the Jurisdictions have submitted Requests for Information in performance of their review of the Grantee's legal, financial and technical qualifications to perform its obligations under the Franchise following the proposed transfer, and the Guarantor and the Grantee have responded to the Jurisdictions' Requests by providing additional information; and

WHEREAS, in response to requests by the Jurisdictions following their review, the Guarantor has agreed to provide this guarantee in order to induce the Jurisdictions to approve the transfer of control of the Franchise and the Grantee from Frontier Communications Corporation to Northwest Fiber, LLC;

NOW, THEREFORE, in consideration of the foregoing, the Guarantor agrees:

1. The Guarantor hereby unconditionally guarantees the timely and full performance of any and all obligations of Grantee contained in the Franchise. In the event Grantee for any reason fails to perform those obligations, the Guarantor agrees to perform or cause to be performed those obligations on Grantee's behalf promptly upon written demand by the Jurisdictions.
2. This guarantee is an absolute, continuing, and unlimited performance guarantee of the Franchise by the Grantee. The Jurisdictions shall not be obliged to proceed first against the Grantee or any other person, firm or corporation.
3. The Guarantor waives notice of acceptance of this guarantee and further waives protest, presentment, demand for performance or notice of default to the Guarantor. The Jurisdictions have no duty to advise the Guarantor of any information known to them regarding Grantee's performance of its Franchise obligations. This waiver, however, shall not be deemed a waiver of any requirement of the Franchise as to notice to the Grantee.

4. The Jurisdictions' failure to require strict performance of the Franchise shall not release the Guarantor from liability under this Agreement.

5. This Agreement, unless terminated, substituted or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise. This Agreement and the guarantee made hereunder are contingent upon and subject to the closing of the transaction by which ultimate control of the Grantee is transferred to the Guarantor. If control of the Grantee is subsequently transferred away from the Guarantor with the approval of the Jurisdictions, the guarantee shall terminate at that time.

6. The Guarantor may propose substitution of another Guarantor to perform the obligations of this Agreement. If the Jurisdictions find the proposed substitute Guarantor reasonably satisfactory, another Guarantee Agreement may be substituted upon mutual agreement of the Jurisdictions and the Guarantor. Such substitution shall not affect liability incurred or accrued under this agreement prior to the effective date of such substitution. Following the Jurisdictions' acceptance of the substitute Guarantor, no claim, suit or action under this Agreement by reason of any default of the Grantee shall be brought against the original Guarantor unless asserted or commenced within one year after the effective date of such substitution of the Agreement, and only to the extent it relates to a liability incurred or accrued prior to the effective date of the substitution.

7. Any notices given pursuant to this agreement shall be in writing and delivered personally to the following addresses or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Guarantor and the Grantee at:

_____, and to the Jurisdictions at: _____. Either party may change its address for notices by giving notice of the new address in the manner provided in this paragraph.

8. Definitions: For purposes of this Agreement, the following terms are defined as indicated below:

- (A) Grantee: Frontier Communications Northwest Inc., or its lawful successors;
- (B) Guarantor: Northwest Fiber, LLC;
- (C) Franchise: Cable Franchise Agreement granted by the Jurisdictions to Grantee, including all documentation of any conditions of grant, renewal, extension, settlement or transfer.

IN WITNESS WHEREOF, the Grantee, the Jurisdictions, and Guarantor have entered into this Agreement on the day of _____, 2019.

Guarantor: Northwest Fiber, LLC

By:

Title: _____

State of _____)

_____) ss.
County of _____)
_____)

This Agreement was acknowledged before me on the day of _____, 2010, by _____, as a duly authorized officer of Northwest Fiber, LLC.

Notary Public for: _____

My Commission Expires: _____

Grantee: Frontier Communications Northwest Inc. or its successors

By:

Title:

_____)
State of _____)

_____) ss.

County of _____)

This Agreement was acknowledged before me on the day of _____, 2010, by _____, as a duly authorized officer of Frontier Northwest Inc. or its successors.

Notary Public for: _____

My Commission Expires: _____

Jurisdictions: Gresham, Troutdale, Fairview and Wood Village

By:

Title:

_____)
State of _____)

_____) ss.

County of _____)

This Agreement was acknowledged before me on the day of _____, 2010, by _____, as a duly authorized representative of the Jurisdictions.

Notary Public for: _____

My Commission Expires: _____