

**MEETING NOTIFICATION**

**October 21, 2019**

**6:30 p.m.**

**MetroEast Community Media  
829 NE 8th St  
Gresham, OR 97030**

**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)

**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 23, 2019 Meeting Minutes

**REGULAR AGENDA**

- |      |                                                                                  |        |
|------|----------------------------------------------------------------------------------|--------|
| R1.  | 2018-19 Fiscal Year-End MHCRC Financial Report (unaudited)                       | 15 min |
| *R2. | Open Signal – Ascertainment Multimedia Assets Grant Agreement                    | 15 min |
| *R3. | Community Technology Grant: Northwest Alliance for Alternative Media & Education | 3 min  |
| *R4. | Launch the 2020 Community Technology Grant Cycle                                 | 3 min  |

- Staff Activity Reports and Updates
  - Communications Technology Needs Ascertainment
  - Legislative/Public Policy/ FCC Update
  - FY18-19 MHCRC Fund Audit Schedule
  - TechSmart Initiative
  - NATOA Conference Report
  - Staff Attendance - Oregon Connections Conference
  - MHCRC Annual Planning Retreat
  - 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:
  - 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: Portland Public Schools Blanchard Center  
September 23, 2019, Meeting Minutes – **Draft**

Call to Order: 5:00 pm

- Roll Call  
Hansen noted that 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.

Hansen said he appointed Dennerline to the Open Signal Board of Directors and Carol Studenmund to the MetroEast Board.

Commissioners present: Leif Hansen (Chair), Carol Studenmund (Call in), Scott Harden, Norm Thomas (Call in), Jeff Dennerline.

Commissioners absent: Jacquenette McIntire

Staff Present: Elisabeth Perez, Interim Director (Call in); Julie Omelchuck, Program Manager; Rebecca Gibbons, Program Coordinator; Cinthia Diaz Calvo, Administrative Specialist; Bea Coulter, Cable Regulatory Services.

- Disclosures: None.
- Public Comment (non-agenda items): None.
- **\*CONSENT AGENDA – NO DISCUSSION**

\*C1. September 9, 2019 Meeting Minutes

**Motion:** Harden moved to approve the consent agenda. Dennerline seconded.

**Vote:** 5-0

- **REGULAR AGENDA**

R1. TechSmart Grant Amendment – Portland Public Schools

Omelchuck provided the overview as stated in the coversheet of the Portland Public Schools TechSmart Grant Extension Amendment. She said Portland Public Schools leadership will share more about the current grant and proposed grant amendment, which scales the current grant project to all Title I elementary schools in the District through school year 2021-2022.

Guadalupe Guerrero, Superintendent for Portland Public Schools (PPS), highlighted the impact that the grant would make in various aspects. He also said the extension grant is consistent with what the community has expressed as a need, as presented in a handout from PPS. He provided an overview of the grant extension under the TechSmart Initiative factors for successful technology projects: teaching effectiveness, visible leadership, digital age learning culture, funding and budget, data-driven improvement, strategic planning, and engaged communities.

Kevin Crotchet, PPS Director of Learning Technology, explained the impact of professional development. He also dove deeper into the impact of the TechSmart Initiative and what it means for students and teachers to have access to technology and 358,680 digital books. He said the curriculum assets are accessed through chrome books. As an example, he said students have been able to make their own digital books through book creator and it's one way to for students to demonstrate their learning.

Jennifer Hopkins JSO NOTE: need her title highlighted the importance of being innovators. The first grant helped start an innovation and growth mindset around technology. PPS is structuring its professional development to support teachers become more and more effective. TechSmart schools have used tools to for students to share their work with peers, teachers and their parents, bringing authentic audiences to the student's work

A three-minute video about the PPS current TechSmart grant was played.

Andy Wheeler, PPS Senior Project Manager, TechSmart Grant, shared about how PPS has supported with scaling and replacing equipment. He explained they've expanded to 4-5 grades at many current TechSmart schools and developed resources that support instruction and delivery of a viable curriculum.

Crotchet recognized all of those involved with the TechSmart+ project development.

In response to a question from Studenmund, asked for clarification, the program was going to be for title one schools and now it's only 8 of the 20. Wheeler said that the first grant included eight Title I schools and 12 others. They wanted to see the results of the adoption throughout all different schools, with and without TechSmart resources. Now they are scaling their learnings to all Title I schools. Omelchuck added that Pacific Research and Evaluation included more Title I schools in its evaluation pool because some of those schools were comparative schools that didn't have the TechSmart investment.

In response to a question from Studenmund, Wheeler said that a goal is to asses students' access to adequate internet or Wi-Fi. Crotchet said they are identifying the costs and benefits of the District paying for students to have Wi-Fi at home. Omelchuck said that while it is a goal, it is not part of the grant project budget.

In response to a question from Hansen, Wheeler said that PPS assesses teachers' learning and progress through teacher surveys. It's a combination between internal and Pacific Resource and Evaluation TechSmart assessment work.

In response to a question from Hansen, Crotchet said they expect to see a gap when students move into 4rd grade and don't have the technology. He said they are trying to expand the technology access in classrooms and referencing TechSmart as the pilot project for that.

**Motion:** Harden moved to 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. Dennerline seconded.

**Vote:** 5-0

\*R2. TechSmart Grant – Gresham-Barlow School District

Omelchuck introduced the proposed grant agreement contained in the meeting packet. 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.

**Motion:** Thomas moved to approve the grant agreement with Gresham-Barlow School District in the amount of \$706,788. Harden seconded.

**Vote:** 5-0

\*R3. Community Technology Grant: Multnomah County Library Welcome to Computers  
Gibbons said the Commission unanimously agreed to move this Pre-Application forward in the granting process and there are no significant changes to the grant request.

In respond to a question from Studenmund, Gibbons said that originally participants received the training of one operating system and then students went home with a different technology. Free Geek and the Library recognized this created a barrier, and the Library has received approval to change the technology consistent with Free Geek.

**Motion:** Dennerline moved to approve the Community Technology Grant agreement with Multnomah County Library for \$19,196. Harden seconded.

**Vote:** 5-0

\*R4. Community Technology Grant: MetroEast Community Media

Gibbons said the Commission unanimously agreed to move this Pre-Application forward in the granting process and there are no significant changes to the grant request.

**Motion:** Harden moved to approve the Community Technology Grant agreement with MetroEast Community Media for \$114,830. Dennerline seconded.

**Vote:** 5-0

\*R5. Community Technology Grant: Outside the Frame

Dennerline supported the project but he suggested they consider revising some of the video production equipment to more student friendly equipment instead of professional grade equipment.

**Motion:** Dennerline moved to approve the Community Technology Grant agreement with Outside the Frame for \$35,000. Harden seconded.

**Vote:** 5-0

\*R6. Frontier Franchise Transfer of Ownership

Omelchuck said that Gail Karish, BBK and the Commission's legal counsel on this matter, and MHCRC staff Perez and Coulter are on the phone for this agenda item and were staff leads on this item. Omelchuck is assisting them in providing an overview of the process. Northwest Fiber has provided all required information for the transfer request and staff recommends that the MHCRC adopt Resolution 2019-02. The Resolution recommends the MHCRC Jurisdictions with a Frontier franchise consent to transfer of control of Frontier Communications Northwest, Inc. to NW Fiber. If passed, staff will forward the recommendation to the jurisdictions.

Byron Springer, General Counsel at Northwest Fiber provided an overview of NW Fiber and the nature of the transaction. He said they plan to improve the network, give customers choice and control, and provide good customer service through a local call center.

Jessica Epley said they will continue to operate the new company as it is, which will be a seamless process and should not be receiving any new complaints.

Dennerline said he agreed with the transfer recommendation. Harden asked if s. In response to a question from Harden, Coulter said staff reviewed Frontier's current franchise compliance and didn't identify any issues.

In response to a question from Harden, Omelchuck said that the MHCRC may seek payment for consultant costs from NW Fiber but there are options. The MHCRC approved \$20,000 from FY19-20 contingency.

Coulter added that staff partnered with two other local governments in the region, through BBK, to share consultant costs. The amount will be lower than what was budgeted for this project.

In response to a question from Hansen. Springer said that NW Fiber's video strategy is to provide customers what they are most interested in.

Harden raised an issue about Frontier not building its system in certain parts of Gresham. Epley said the issue had to do with rights to developers and State PUC rules. Omelchuck said, several years back, staff had found Frontier was not building in certain new developments in Gresham because Comcast was building in the areas. As houses were built, there were complaints about people not being able to get Frontier service. Springer noted that Northwest Fiber wants to work with the jurisdictions regarding new home developments to provide new customers with NW fiber services. Omelchuck said she looked forward to working with the new company to build in areas currently without competition for cable and broadband services.

**Motion:** Thomas moved the to 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. Dennerline seconded.

**Vote:** 5-0

- Staff Activity Reports and Updates
    - FY18-19 MHCRC Fund Audit Schedule – OCT staff met with Auditor Moss Adams and anticipate the finance committee will meet December 2<sup>nd</sup> and approve financial the statements. Full commission should expect to hear about it by the Dec 2<sup>nd</sup>.
    - FY19-20 Budget Process – OCT staff will provide an update December finance committee meeting and the December MHCRC meeting.
    - MetroEast CEO Hiring – Introduced the new CEO from Metro east Tony Douglas.
    - Staff NATOA Conference Attendance – Cinthia and Julie will be in the office.
  - Committee Reports
    - Finance Committee – Having a few meetings soon.
    - TechSmart Grant Committee - None
    - Community Ascertainment Committee – On pause. The chair to this committee will no longer be eligible for reappointment but the expectation is that two new commissioners will join and there will be more candidates to select a new chair.
    - Open Signal Board Appointee – Commissioner Studenmund.
    - MetroEast Board Appointee – Commissioner Dennerline. They also have a new CEO.
  - New Business; Commissioner Open Comment – None.
- 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 – None.
  - Comcast – Sheri Acker, Senior Specialist, Government Affairs said her colleague was at the NATOA conference. Comcast has expanded the Internet Essentials program to include veterans and eligibility requirements for low-income people. She highlighted Comcast’s Tools for Schools program and partnership with the Boys’ and Girls’ Club participation in the Portland Film Festival. Comcast is also creating short films to with veterans and she would check if these could be cablecast also through community media channels.
  - CenturyLink – None.
  
- PEG Provider Activity Report
  - Open Signal – None.  
MetroEast Community Media – Tommy Douglas, new MetroEast CEO, shared her excitement to join MetroEast and her background working in non-profits and government  
John Lugton, MetroEast, provided updates from the Alliance for Community Media conference: several staff presented at workshops; volunteers and staff won Hometown awards; and Seth Ring, MetroEast staff, received the Emerging Leader award. He said the studio upgrade was completed on time and within budget. He said MetroEast’s Summer Camp was successful in that 70% of the students were from historically underrepresented communities. He said staff is using more usage stats and data analytics to better tailor services. MetroEast also received the Partner of the Month award for work with Reynolds schools.
  
- Public Comment: None.
  
- Adjourned 7:10 pm.

**COVER SHEET – AGENDA ITEM # R1**  
**For Commission Meeting: October 21, 2019**

“FY2018-19 MHCRC Year-End Financial Report - Unaudited”  
Information Only

**Background**

The City of Portland administers the financial matters of the Mt. Hood Cable Regulatory Commission (MHCRC) through an Intergovernmental Service Agreement. The City of Portland established a separate agency fund (MHCRC Fund) for the Commission to fiscally manage its revenues and expenditures. The MHCRC Fund includes the revenue collection and expense disbursement of cable franchise fees, the PEG/I-Net Fee, and the MHCRC annual operations budget.

The purpose of the Annual Year-End Financial Report-Unaudited is to provide the MHCRC an informal report about the MHCRC’s financial activities and status of certain elements of the MHCRC’s Fund at year end. This report is intended as informational only.

The MHCRC’s annual audited financial statements provide an outside audit and technical accounting status of the MHCRC Fund. The MHCRC Finance Committee annually reviews and approves the Fund financial statements and the full Commission accepts the annual audit at the December MHCRC meeting.

Attachment: FY 2018-19 MHCRC Year-End Financial Report (Unaudited)

Prepared By:  
Julie S. Omelchuck, Program Manager  
October 16, 2019

## **MHCRC YEAR-END FINANCIAL REPORT – FY2018-19 (Unaudited)**

The purpose of the Annual Year-End Financial Report (unaudited) is to provide the MHCRC an informal, informational report about the MHCRC's financial activities and status of certain elements of the MHCRC's Fund at year end. This report is intended as informational. The MHCRC's annual audited financial statements provide an outside audit and technical accounting status of the MHCRC Fund.

### **The annual Financial Report consists of the following:**

#### Page 2: Fiscal Year 2018-19 Highlights

- Financial highlights for the fiscal year.
- High level summary of MHCRC Fund activities.

#### Pages 3-6: Trend Analysis, Resources and Disbursements

- Cable Franchise Fee Trend
- Cable TV Subscriber Trend
- Franchise Fee Disbursements-East County Jurisdictions
- Franchise Fee Disbursements – City of Portland
- Funding Support for Community Media Centers & Community Grants

#### Page 7: MHCRC's Operations Budget to Actual

This section summarizes the MHCRC's budget-to-actual operations budget, including revenues and expenditures by administrative/regulatory and capital fund compliance programs.

#### Page 8: Interest Fund Balance History

The section details the interest earned on the MHCRC Fund and the amount expended during a fiscal year for the MHCRC operational budget.

#### Page 9: Revenues and Expenditures by Major Categories

This section itemizes revenues and expenditures of the MHCRC by major categories:

- Cable Franchise Fees
- MHCRC Capital Fund
- Capital Fund Ending Fund Balance Detail

#### Page 10: Revenues and Expenditures Comparison, FY 2017-18 vs. FY 2018-19

This section compares the Revenues and Expenditures of FY 2018-19 to the previous fiscal year.

Prepared By:

Julie S. Omelchuck, Program Manager

Aaron Rivera, Business Operations Manager

## Highlights

### REVENUES:

The MHCRC collected \$8,032,942 in cable franchise fees for FY 2018-19. Both Portland and the East Multnomah County jurisdictions continued the decline in franchise fees, which began last fiscal year and is nearly the same as the fee collection amount in FY 2010-11. For example, Portland's fees decreased 6.7% from FY 2016-17 to FY17-18 and another 7.9% in FY18-19. For the East County jurisdictions, franchise fees decreased by 3.9% from FY 2016-17 to FY17-18 and another 4.7% in FY18-19.

The MHCRC also collected \$4,810,912 in PEG/I-Net Fee revenues from the cable franchises, a 7.4% decrease from the previous fiscal year. The MHCRC Fund gained \$291,297 in interest revenue for FY 2018-19.

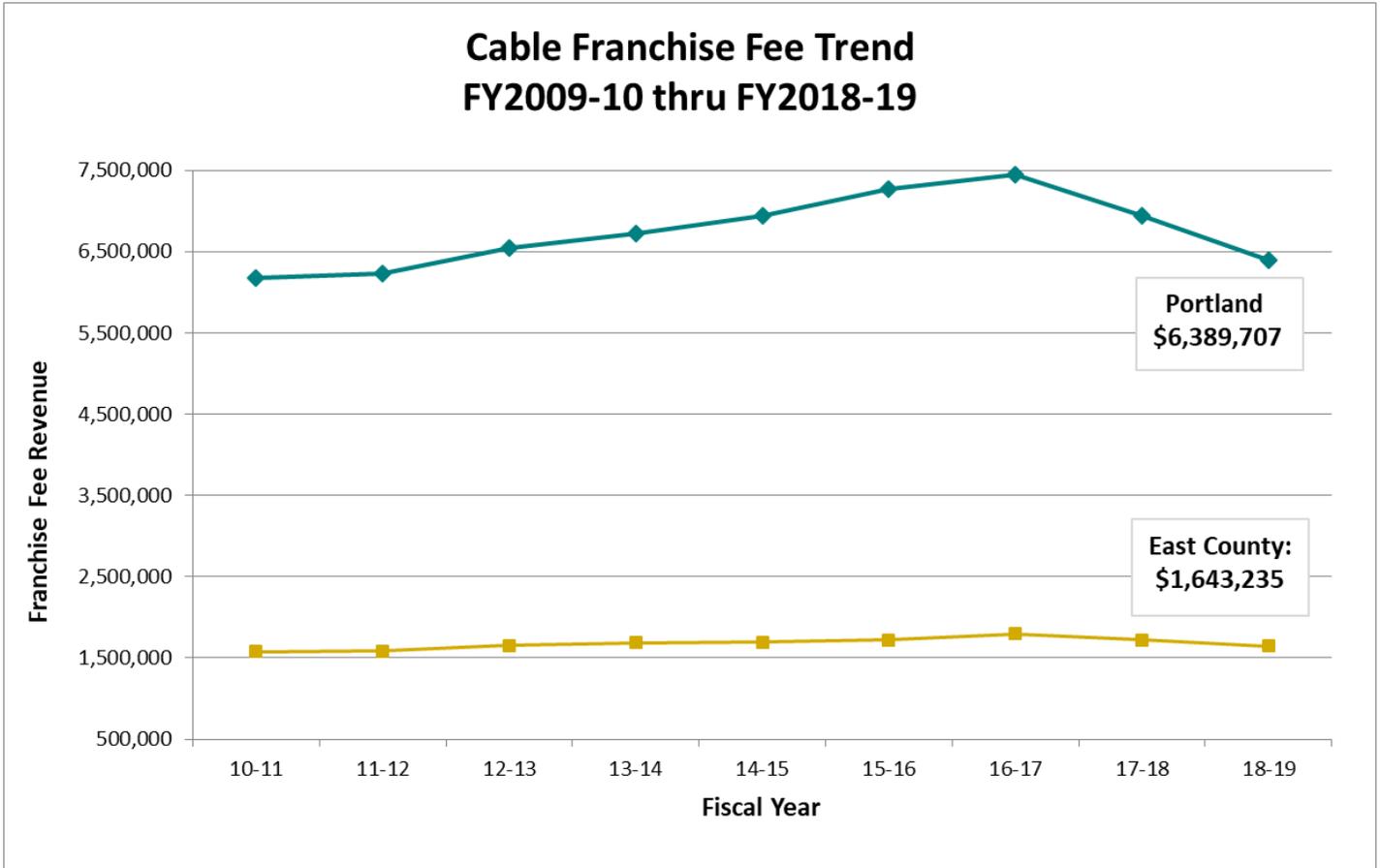
### EXPENDITURES:

- **Community Media Operational Funds:** The MHCRC oversaw the disbursement of operational dollars for the two community media centers as follows:
  - a) MetroEast Community Media: \$923,540 from East County franchise fees.
  - b) Open Signal (Portland Community Media): \$912,514 from the City of Portland general fund, and \$63,149 from West Multnomah County franchise fees.
- **Community Media Capital:** The PEG/I-Net Fee supports capital costs of the community media centers. Total capital funding to the community media centers was \$1,469,042 as follows:
  - a) MetroEast Community Media: \$587,616
  - b) Open Signal: \$881,426
- **Community Grants Program:** The MHCRC delayed grant decisions in FY 2018-19 to address issues related to the lawsuit, which was dismissed in FY17-18. This included both the annual Community Technology Grants and TechSmart Initiative grants.
- **I-Net Capital Costs:** Total funding of public agencies' and schools' capital costs related to the I-Net connections and equipment were \$568,179.

### PEG/I-NET CAPITAL FUND SUMMARY:

The MHCRC PEG/I-Net capital fund is a discrete agency fund managed within the City of Portland's financial system. For FY 2018-19, the capital fund had \$6,032,413 in beginning balance and a total ending balance is \$8,455,772. The beginning and ending fund balance mostly consist of TechSmart Grant unallocated balance (see Page 9).

### Cable Franchise Fee Trend FY2009-10 thru FY2018-19

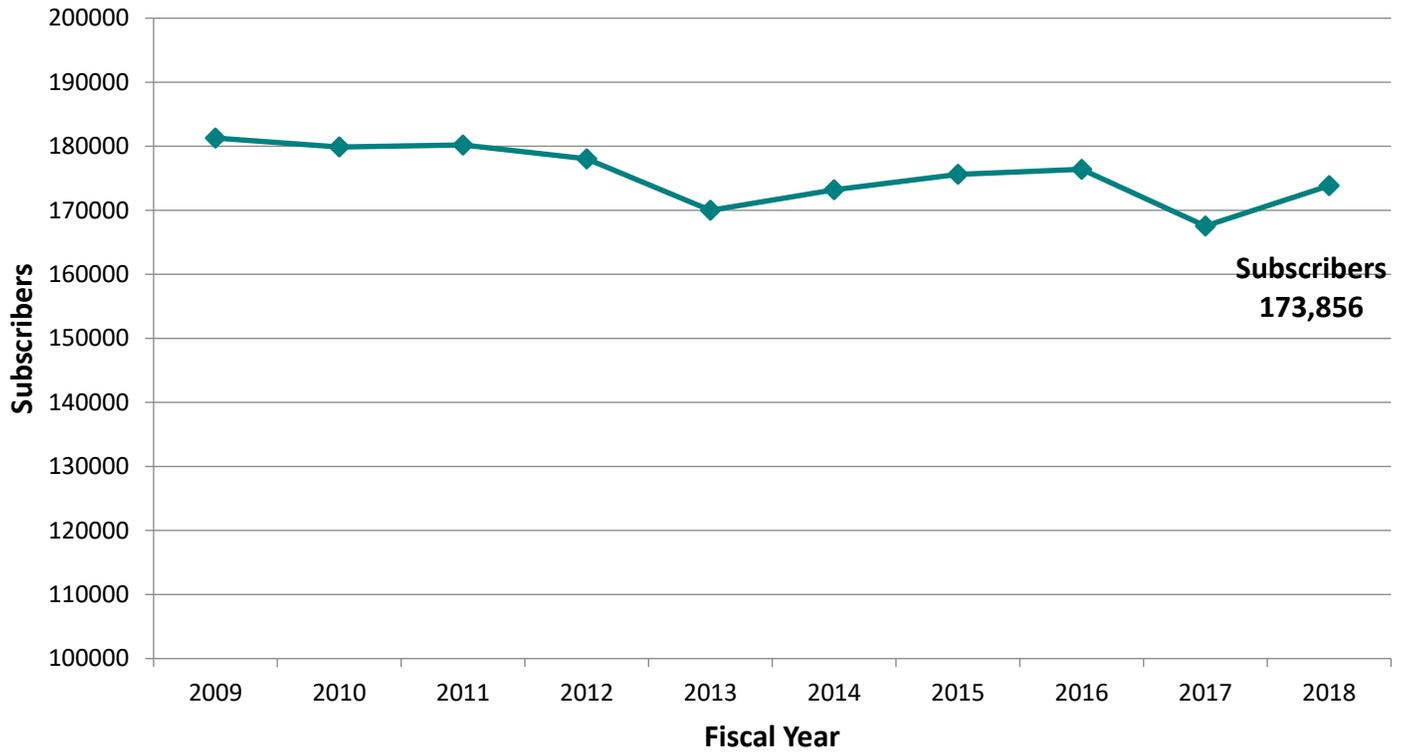


### Cable Franchise Fee Trend FY2010 thru FY2019

#### Franchise Fee Revenue

Portland	East County	Fiscal Year
6,170,000	1,580,000	10-11
6,232,244	1,586,137	11-12
6,548,700	1,654,359	12-13
6,719,325	1,685,059	13-14
6,944,159	1,696,654	14-15
7,270,259	1,718,578	15-16
7,439,910	1,793,829	16-17
6,937,752	1,724,113	17-18
6,389,707	1,643,235	18-19

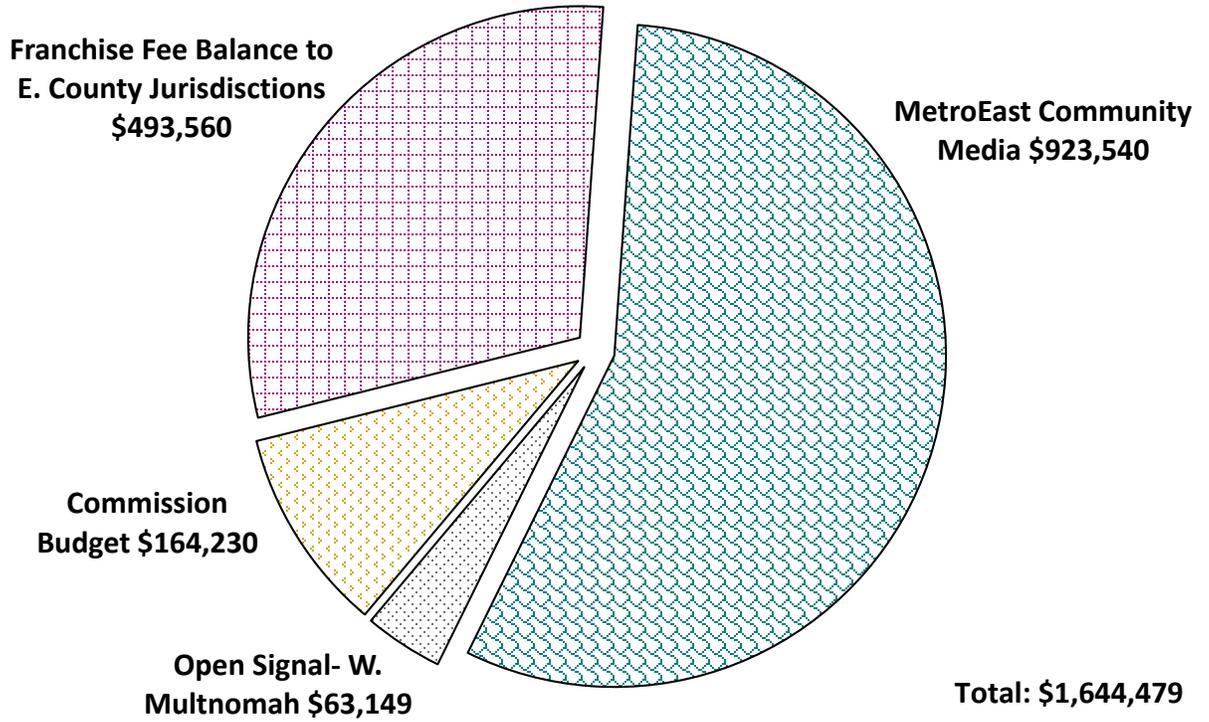
## Cable TV Subscribers 2009 thru 2018



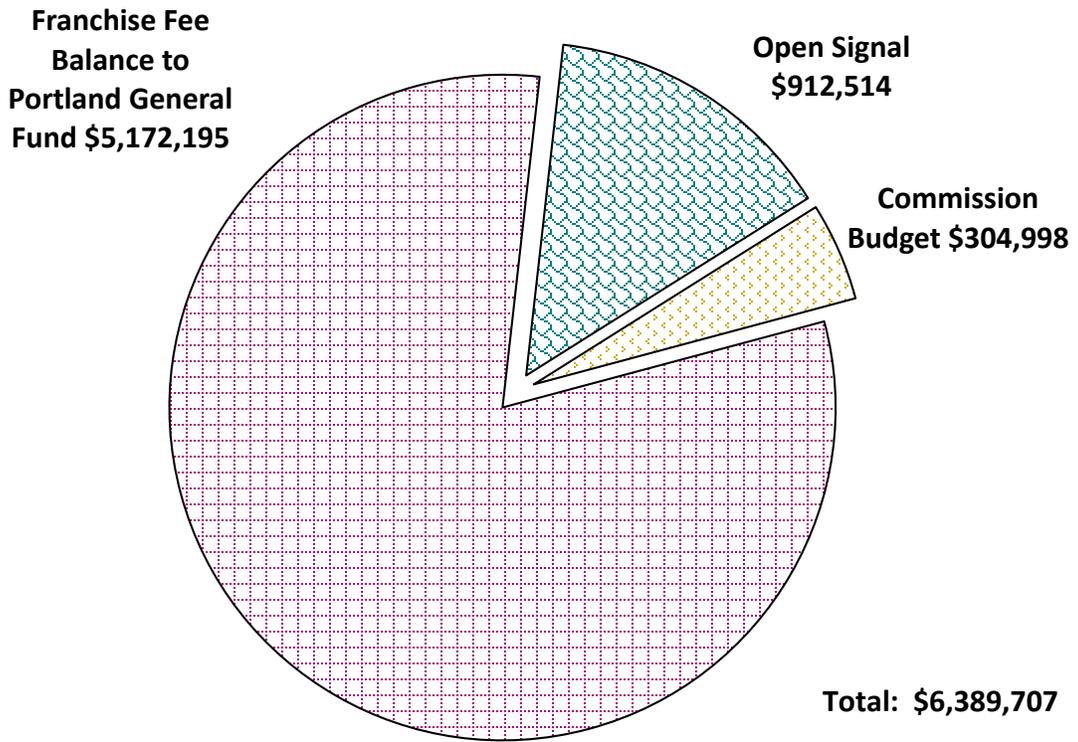
### Cable TV Subscribers 2009 thru 2018

Subscribers	Year
181,286	2009
179,884	2010
180,204	2011
178,032	2012
169,997	2013
173,206	2014
175,616	2015
176,396	2016
167,541	2017
173,856	2018

# Cable Franchise Fee Disbursements FY 2018-19 East County



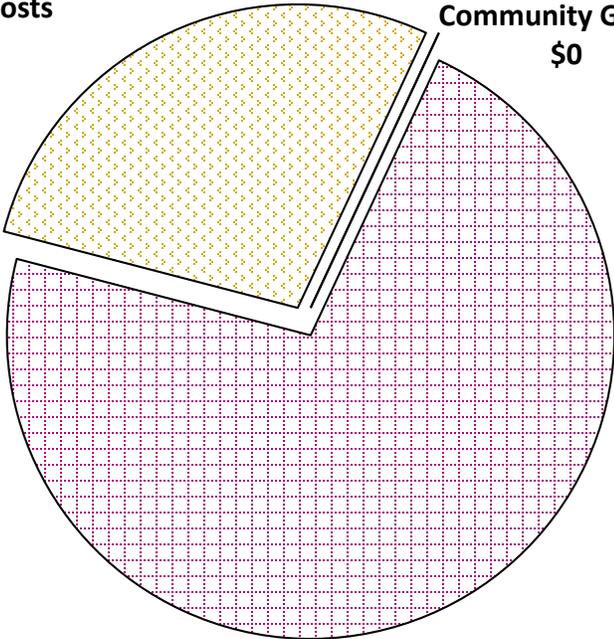
# Cable Franchise Fee Disbursements FY2018-19 Portland



# Funding Support for Community Media & Grants FY2018-19

I-Net Capital Costs  
\$568,179

Community Grants  
\$0



Community Media  
Capital  
\$1,469,042

Total: \$2,037,221

**MHCRC Operations Budget to Actual - Revenues and Expenditures**

**FY2018-19**

<b>MHCRC Administrative / Regulatory Program</b>		
<u>Revenues</u>	<u>Budget</u>	<u>Actual</u>
City of Portland Appropriation	\$304,998	\$304,998
East County Appropriations	164,230	164,230
FY 2016-17 Year End Balance	12,409	12,409
Interest Revenue Allocation	95,744	0
<b>Total Revenues</b>	<b>\$577,381</b>	<b>\$481,637</b>
<u>Expenditures</u>		
Personnel Services	\$259,046	\$182,795
Revenue Division - Fiscal Support	18,979	5,435
MHCRC Fund Audit	3,750	5,030
External Materials and Services	221,703	103,690
Internal Services	52,653	59,021
General Fund Overhead	6,250	0
Contingency	15,000	0
Encumbrance carryover	0	0
<b>Total Expenditures</b>	<b>\$577,381</b>	<b>\$355,971</b>
<b>Net Admin Program</b>	<b>\$0</b>	<b>\$125,666</b>

<b>MHCRC Capital Fund Compliance Program</b>		
<u>Revenues</u>	<u>Budget</u>	<u>Actual</u>
Fund Compliance Admin	\$527,665	\$481,091
<b>Total Revenues</b>	<b>\$527,665</b>	<b>\$481,091</b>
<u>Expenditures</u>		
Personnel Services	\$173,907	\$156,794
Revenue Division - Fiscal Support	18,979	5,435
MHCRC Fund Audit	11,250	5,030
External Materials and Services	183,918	122,292
Internal Services	75,861	60,781
General Fund Overhead	18,750	0
Contingency	45,000	0
Encumbrance carryover	0	0
<b>Total Expenditures</b>	<b>\$527,665</b>	<b>\$350,332</b>
<b>Net Compliance Program</b>	<b>\$0</b>	<b>\$130,759</b>

**Interest Fund Balance history**  
**FY 2005-06 through FY 2018-19**

*A=Actual*

*E=Estimated*

<b>Fiscal Year</b>	<b>Interest Earned</b>	<b>Net Admin. Program</b>	<b>Change</b>	<b>Cumulative Balance</b>	
			Beg. Balance	\$196,968	A
FY2005-06	\$100,333	(\$99,294)	\$1,039	\$198,007	A
FY2006-07	\$171,764	(\$92,312)	\$79,452	\$277,458	A
FY2007-08	\$181,699	(\$92,771)	\$88,928	\$366,386	A
FY2008-09	\$126,158	(\$109,703)	\$16,455	\$382,841	A
FY2009-10	\$71,976	(\$98,233)	(\$26,257)	\$356,584	A
FY2010-11	\$32,395	(\$109,045)	(\$76,650)	\$279,934	A
FY2011-12	\$34,324	(\$129,708)	(\$95,384)	\$184,550	A
FY2012-13	\$30,329	(\$66,281)	(\$35,952)	\$148,598	A
FY2013-14	\$43,567	\$0	\$43,567	\$192,165	A
FY2014-15	\$57,577	\$0	\$57,577	\$249,742	A
FY2015-16	\$91,898	(\$4,949)	\$86,949	\$336,691	A
FY2016-17	\$136,434	\$0	\$136,434	\$473,125	A
FY2017-18	\$184,274	\$0	\$184,274	\$657,399	A
FY2018-19	\$291,297	\$0	\$291,297	\$948,696	A
FY2019-20	\$200,000	\$0	\$200,000	\$1,148,696	E

**Revenues and Expenditures by Major Categories  
FY2018-19**

<b>Cable Franchise Fee Revenues and Expenditures - MHCRC Fund</b>		
<b><u>Revenues</u></b>		
Comcast	\$1,425,935	
Frontier	216,979	
Cascade Access	1,565	
	<b>Total Revenues</b>	<b>\$1,644,479</b>
<b><u>Expenditures</u></b>		
Franchise Fee Balance to East County Jurisdictions	\$493,560	
MetroEast - Franchise Fees, East County	923,540	
PCM - Franchise Fees, Multnomah West	63,149	
MHCRC Admin. Budget, East County Share	164,230	
	<b>Total Expenditures</b>	<b>\$1,644,479</b>

<b>MHCRC Capital Fund Revenues and Expenditures</b>		
	<b>Beginning Balance</b>	<b>\$6,032,413</b>
<b><u>Revenues</u></b>		
PEG/I-Net Fee		
	<b>Total Revenues</b>	<b>\$ 4,810,912</b>
<b><u>Expenditures</u></b>		
Capital Fund Compliance Program	\$350,332	
Community Media Capital	1,469,042	
	<b>Total Expenditures</b>	<b>\$1,819,374</b>
<b><u>Grants Awarded</u></b>		
I-Net Capital Grants	568,179	
Competitive Grants	0	
TechSmart Grants	0	
	<b>Total Grants Awarded</b>	<b>\$568,179</b>
	<b>*Available Balance</b>	<b>\$8,455,772</b>

<b>* Available Balance - Detail</b>		
Fund Compliance Program	\$ 1,047,630	
Community Media Capital	88,993	
Community Tech Grants	772,789	
TechSmart Grants	6,546,358	
	<b>Available Balance</b>	<b>\$8,455,771</b>

**Revenues and Expenditures - Actuals Comparison**

**Fiscal Year 2017-18 vs 2018-19**

<b>Cable Franchise Fees</b>	<b>FY2017-18</b>	<b>FY2018-19</b>	<b>Change</b>	<b>% change</b>
Portland	\$ 6,937,752	\$ 6,389,707	\$ (548,045)	-7.9%
East County, Comcast	\$ 1,499,266	\$ 1,425,935	\$ (73,331)	-4.9%
East County, Frontier & Cascade	\$ 224,847	\$ 218,544	\$ (6,303)	-2.8%
<b>Franchise Fees Total</b>	<b>\$ 8,661,865</b>	<b>\$ 8,034,186</b>	<b>\$ (627,679)</b>	<b>-7.2%</b>
PEG/I-Net Fees	\$ 5,196,878	\$ 4,810,912	\$ (385,966)	-7.4%
Fund Interest	\$ 184,274	\$ 291,297	\$ 107,023	58.1%

**Access Organizations Payments - Actuals Comparison**

**Fiscal Year 2017-18 vs. 2018-19**

<b>Portland Community Media</b>	<b>FY2017-18</b>	<b>FY2018-19</b>	<b>Change</b>	<b>% change</b>
Portland General Fund	896,379	912,514	\$ 16,135	1.8%
Multnomah West Franchise Fees	65,446	63,149	\$ (2,297)	-3.5%
Community Media Capital	1,035,782	881,426	\$ (154,356)	-14.9%
<b>Total</b>	<b>\$1,997,607</b>	<b>\$1,857,089</b>	<b>\$ (140,518)</b>	<b>-7.0%</b>

<b>MetroEast Community Media</b>	<b>FY2017-18</b>	<b>FY2018-19</b>	<b>Change</b>	<b>% change</b>
East County Franchise Fees	969,020	923,540	\$ (45,480)	-4.7%
Community Media Capital	690,519	587,616	\$ (102,903)	-14.9%
<b>Total</b>	<b>\$1,659,539</b>	<b>\$1,511,156</b>	<b>\$ (148,383)</b>	<b>-8.9%</b>

**STAFF RECOMMENDATION - AGENDA ITEM #R2**

For Commission Meeting: October 21, 2019

“Open Signal – Ascertainment Multimedia Assets Grant Agreement”

**Recommendation**

Staff recommends the Commission approve a not-to-exceed \$20,000 grant agreement with Open Signal to accomplish the following outcomes associated with the community technology needs ascertainment:

1. To produce a video documentary of the *Your Voice – Our Communications Technology 2.0* process.
2. To provide multi-media assets for use in a presentation to share the ascertainment findings with the community and assist staff in integrating the assets into a presentation tool.

**Background**

As part of the MHCRC Ascertainment Committee design of the ascertainment process and goals, the Committee identified, and the Commission included in FY19-20 budget, consultant support needed for the process. One of those needs was to document the ascertainment process and provide the broader community with a “report” on the results and findings of the data collection and assessment. Through discussions about the ascertainment process with the Ascertainment Committee, CBG Communications (the ascertainment consultant), and the community media centers, a proposal evolved to engage Open Signal and MetroEast Community Media to visually document the phases and process of the *Your Voice-Our Communications Technology 2.0* initiative and assist in creating an easy to understand and accessible presentation to the community. These discussions have resulted in the proposed grant agreement attached.

As you know, Open Signal and MetroEast are long-time partners of the MHCRC’s work to provide multi-media tools, training, and content distribution for those who have historically not had access to technology. The multi-media work for the ascertainment is a good fit with the organizations’ missions and an extension of their commitment to gathering robust data and stories about our communities’ communications technology needs. Although Open Signal will have lead responsibility for the Agreement scope of work, the discussion to develop the scope included both Open Signal and MetroEast, who committed to partnering for the ascertainment work.

Work with Open Signal would begin immediately. Staff anticipates that the documentary and all elements for the presentation to the community would be completed no later than June 2020. In addition, some content would be available for website inclusion as it becomes available.

**Budget**

The Commission budgeted about \$30,000 in its current fiscal year budget to assist staff with updated branding, website development, a short print piece, and multi-media assets. Staff is reserving \$10,000 for graphic design assistance for branding, print, and website work.

Attachment: Grant Agreement with Open Signal (Draft)

Prepared By: Julie S. Omelchuck  
October 16, 2019

## AGREEMENT FOR ASCERTAINMENT MULTI-MEDIA SERVICES

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Portland Office for Community Technology (OCT), and Portland Community Media, doing business as Open Signal (Grantee) (together referred to as the “Parties”).

### RECITALS:

- 1.1 The Commission is conducting an ascertainment of the local community’s communications technology needs and interests through an initiative titled, “*Your Voice – Our Communications Technology 2.0.*”
- 1.2 The Commission has identified a need to visually document the ascertainment data collection process and participants’ input to present ascertainment findings and results to the community.
- 1.3 Grantee is an Oregon nonprofit public benefit corporation, which has provided low-cost and free multi-media training and mentoring programs to community members and video production services for local governments and community organizations for over 35 years.
- 1.4 Grantee plans to partner with MetroEast Community Media (MetroEast), a non-profit media center in Gresham, to fulfill the scope of services of this Agreement. Both organizations have experience and expertise in video production design, visual documentation, and creative storytelling.
- 1.5 The Commission oversees current grant agreements, and provides funding annually, to Grantee and MetroEast to support services to the community. Additional funds are necessary in FY19-20 for Grantee and MetroEast to provide the visual documentation and presentation support specific to the ascertainment.
- 1.6 The Commission has documented success in partnering with Grantee and MetroEast on previous projects and both have proven to be fiscally and programmatically responsible under the terms of previous and current grant agreements.
- 1.7 The Commission believes that partnering with the Grantee for the visual documentation and public information needs of the ascertainment will successfully meet the desired scope of services of this Agreement based on Grantee’s and MetroEast’s proven success on similar projects and on the quality of past photography and video projects.
- 1.8 The Commission FY19-20 operating budget includes funds allocated to support the scope of services of this Agreement.

### AGREEMENT:

1. Agreement Amount

Grantee is awarded an amount not to exceed \$20,000 for specific purposes described in this Agreement Section 2.

## 2. Scope of Services

In consideration of the funds provided by Commission, Grantee agrees to utilize the funds to perform the following scope of services (the Grant):

A. Produce a video documentary and a portfolio of photographs that tell the story of the “Your Voice – Our Communications Technology 2.0” process for use in the Commission’s presentation of the community ascertainment process.

The video documentary (no more than 15 minutes) and the portfolio of photographs documenting the ascertainment process will include the following elements:

- Provide an overview and represent all phases of the process;
- Capture the essence of key events, focus groups, workshops, and interviews;
- Document key leaders of the process; and,
- Represent diverse voices and participants in the process.

Grantee shall work with the Commission Project Manager to produce a final creative brief for the video documentary, which will guide the final product.

The video documentary will use story-based and/or other strategies to elicit and present information. Like the process itself, the documentary will not only talk about the Why and the How of process, but also the Who of the ascertainment participants.

B. Support the Commission Project Manager to translate select findings and highlights of the ascertainment into a visually appealing, understandable, and accessible multi-media presentation for the Commission to share ascertainment results with the community. The Grantee will provide:

1. Video vignettes of ascertainment participants for use on the Commission web site and in the presentation that relate to certain ascertainment findings;
2. A short stand-alone video (under 5 mins in length) that will provide an overview of the data findings and the diversity of voices represented. The purpose of the video would be to not only make available the data collection results, but to capture the essence of what people said about various aspects of communications technology and media, as well as our communities’ needs and interests; and
3. Assistance in using presentation software, such as Prezi or PowerPoint, to incorporate the video and photo assets into a multi-media presentation.

C. Grantee shall be responsible for gaining the appropriate approvals and releases for videotaping and photographing from ascertainment participants for all content provided to the Commission under this Agreement.

### Timeline.

1. The products from the scope of services under this Grant Agreement shall be ready for public distribution by May 31, 2020.

2. The Commission Project Manager will, to the greatest extent possible, schedule ascertainment events and interviews on dates and times convenient to the Grantee. A majority of these events will take place between November 2019 and March 2020.

2. The Commission Grant Manager will work closely with Grantee to determine the focus for presentation of the ascertainment findings, which will be available in draft form by mid-April 2020.

## 3. 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.

#### 4. Payments

Grantee shall submit periodic invoices for reimbursement by the Commission of actual costs incurred by Grantee related to the Grant under this Agreement.

Grantee shall use its best efforts to submit quarterly invoices for Grant-funded expenses incurred for the Grant according to the following schedule:

- For October 1 – December 30, 2019, and January 1 – March 31, 2020, submit invoices for Grant expenses incurred during the quarter no later than 45 days after the close of each fiscal quarter.
- For April 1-June 30, 2020, by June 15, submit invoices for any Grant expenses incurred through May 30; by June 25, provide an estimate of anticipated Grant expenses to be incurred during the month of June; by July 30, submit an invoice for any actual Grant 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 of Grant expenditures. The periodic invoices shall include supporting documentation, such as copies of receipts or other evidence of payment, for the Grant amount of the invoice. The Project Manager, at her/his sole discretion, may require additional financial documentation of Grant invoice amounts.

Upon submission by the Grantee of an invoice, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee the amount as specified in the invoice, not to exceed the total Agreement 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 15, 2020, in order to be paid under the Agreement terms. No invoices shall be accepted after this date.

#### 5. Reports and Records

Grantee shall maintain all records related to the Grant for one (1) year after the termination 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 keep accurate and complete financial records that will enable the Commission to easily determine the use of Commission funds.

Grantee shall also provide such information as the Project Manager 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 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. Publicity

Any publicity shall indicate that the project was made possible by a grant from the Commission. 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.

8. Term of the Agreement

This Agreement becomes effective on October 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, August 31, 2020.

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.

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

A. Grantee shall indemnify, defend and hold harmless the MHCRC, and the MHCRC's officers, agents and employees, from any liability for claims, damages, costs, expenses, demands, actions, and suits, including without limitation copyright infringement, defamation, and any other claims (including court and appeal costs and reasonable attorney fees) brought against any of them, arising from the Grantee, its agents or employees' work under this Agreement, or by reason of any negligence or omission by the Grantee, its agents or employees, but not if arising out of any negligence or willful misconduct by the MHCRC, their officers, agents or employees. Except where the Grantee is primarily at fault under common law principles, the Grantee's obligation under this paragraph shall not apply to claims, demands, actions or suits arising from the City of Portland's Government Access cablecasting activities under this Agreement. The MHCRC shall provide Grantee prompt notice of any claim which the Grantee shall defend with counsel of its own choosing. No settlement or compromise of such claims will be done without the prior written approval of the MHCRC, which approval shall not be unreasonably withheld. Grantee shall consult and cooperate with the MHCRC while conducting its defense of the MHCRC, and the MHCRC shall fully cooperate with Grantee.

B. The MHCRC shall not be liable for any obligations incurred by the Grantee. The Grantee shall not represent to any person that the MHCRC is liable for any of Grantee's obligations.

## 12. Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. The MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

### A. Workers' Compensation Insurance.

Grantee, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Grantee will maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event Grantee's workers' compensation insurance coverage is due to expire during the term of this Agreement, Grantee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration. Grantee will provide the MHCRC with certification of workers' compensation insurance renewals, as such insurance renewals occur.

### B. Commercial General Liability Insurance.

Grantee shall maintain commercial general liability and property damage insurance that protects Grantee and the MHCRC and its officers, agents and employees from all

claims, demands, actions and suits for damage to property or personal injury, including death, arising from Grantee's work under this Agreement. Grantee's insurance shall also name as additional insureds the cable franchisees, as required under the Cable Franchises, with respect to any claim for injury, damage, loss, liability, cost or expense arising from programming or other transmission placed by Grantee on PEG access channels or the Cable Franchise Institutional Network (but not if arising out of any act done by the cable franchisee or its officers, agents or employees).

The insurance shall provide coverage for not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the MHCRC and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30-calendar days' written notice first being given to the MHCRC. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement.

- C. Automobile Liability Insurance. Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.

13. Continuous Coverage; Notice of Cancellation.

Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without 30-calendar days' written notice from Grantee to MHCRC. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify MHCRC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

14. Certificate(s) of Insurance.

Grantee shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to MHCRC on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all parties endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to MHCRC. MHCRC reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.

15. 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.

16. 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 Agreement. If approved, such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the Grant amount or the financial risks under this Agreement must be approved by vote of the Commission.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

Grantee, and its contractors and employees, are not employees of the MHCRC and are not eligible for any benefits through the MHCRC, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. Grantee will be responsible for any federal, state or local taxes and fees applicable to payments hereunder.

24. Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement and the Agreement may only be enforced by the parties.

25. 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.

26. 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@MHCRC.org

If to Grantee:

Justen Harn, Executive Director  
Open Signal  
2766 NE MLK Jr. Blvd.  
Portland, OR 97212  
Email: justen@opensignalpdx.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).

**SIGNATURES:**

**GRANTEE: PORTLAND COMMUNITY MEDIA (doing business as OPEN SIGNAL)**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

**MT. HOOD CABLE REGULATORY COMMISSION:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leif Hansen, Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Wolf, Mt. Hood Cable Regulatory Commission Legal Counsel

**COVER SHEET – AGENDA ITEM #R3**

For Commission Meeting: October 21, 2019

“Community Technology Grant Agreements: NW Alliance for Alternative Media & Education”

**Recommendation**

Staff recommends that the Commission approve the Community Technology Grant agreement with NW Alliance for Alternative Media & Education for \$33,874.

**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. The Commission approved agreements with 6 applicants at the September meetings. One applicant, Open Signal, withdrew its application due to changes in staff capacity. This is the last application to be considered under the 2019 funding cycle.

MHCRC staff has reached agreement on a final grant application and contract with NW Alliance for Alternative Media & Education (NAAME) and recommends approval at the October 21 meeting. NAAME and the Office for Inclusion and Intercultural Relations for Oregon Youth Authority have been offering onsite multicultural programming for youth at the MacLaren Youth Correctional Facility over the last four years. Documenting the positive impact the program is having on the youth, NAAME is expanding its popular Keys, Beats, Bars program to other justice-involved and at-risk minority youth between the ages of 14-25 years old in Portland. Youth engaged in the program will learn introductory technical skills from audio recording to digital music composition, camera lighting, and video editing that will result in music videos for the community media channels.

In follow up to Commissioner comments at the June meeting, staff worked with NAAME to more clearly define evaluation measures and detail how the youth will be identified and enrolled in the program.

There are no significant changes to the grant request.

	Grant Request	Total Project Budget
Pre-Application	\$27,901	\$127,500
Final Application	\$33,874	\$121,874

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  
October 14, 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 Northwest Alliance for Alternative Media and Education (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 Keys, Beats, Bars Project.

### AGREEMENT:

#### 1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$33,874 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 \$33,874 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 November 1, 2019 through December 31, 2019; January 1, 2020 through June 30, 2020; July 1, 2020 through December 31, 2020; January 1, 2021 through June 30, 2021. 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 October 21, 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 1, 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](mailto:rgibbons@mhcrc.org)

If to Grantee:

Attn: Adam Carpinelli, NAAME Board Member  
Northwest Alliance for Alternative Media and Education  
P.O. Box 42671  
Portland, OR 97242  
Email: [Carpinelli.adam@gmail.com](mailto:Carpinelli.adam@gmail.com)

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: Keys, Beats, Bars

**GRANTEE: Northwest Alliance for Alternative Media and Education**

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

01109 - Keys, Beats, Bars- MHCRC Community Technology Grants

Community Technology Grants

Status: Submitted

Original Submitted Date: 08/13/2019 12:00 AM

Last Submitted Date: 10/13/2019 10:21 PM

### Primary Contact

<b>Name:</b>	Adam	Carpinelli
	<small>Salutation</small>	<small>First Name</small> <small>Middle Name</small> <small>Last Name</small>
<b>Email:</b>	carpinelli.adam@gmail.com	
<b>Phone:*</b>	503-477-4792	
	<small>Phone</small>	<small>Ext.</small>
<b>Title:</b>	NAAME Board Member	

### Organization Information

<b>Organization Name:</b>	Northwest Alliance for Alternative Media and Education		
<b>Organization Type:</b>	Non-Profit Entity		
<b>Tax ID</b>	93-1009519		
<b>Organization Address:</b>	P.O. 42671		
<b>City*</b>	Portland	Oregon	97242
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
<b>Phone:</b>	503-477-4792		

### Executive Summary

Executive Summary

*The Executive Summary is your opportunity to introduce your project.*

As part of a special partnership between the Northwest Alliance for Alternative Media and Education and the Office of Inclusion and Intercultural Relations for Oregon Youth Authority (OYA), we have been offering onsite multicultural programming for youth at the MacLaren Youth Correctional Facility over the last four years. Keys, Beats, Bars grew out of a music and video based module of that programming, which was particularly popular with the program participants. The mission of the Keys Beats Bars is to empower justice-involved and at-risk minority youth through the use of music and multimedia education. We aim to reduce delinquency and recidivism, diverting the school-to-prison pipeline facing many youth of color by providing culturally responsive programming within a lens of a positive youth justice approach- building on the strengths of youth, rather than merely trying to eliminate and punish their deficits. We provide a safe creative environment for youth to learn technical and social skills while exploring creative expression, critical thinking and peer collaboration.

We work in partnership with local community organizations to offer our programming at distinct locations in greater Portland metro area. In fall 2019 will begin our new phase of programming at multi site locations across Portland. Primary programming will take place at Youth Progress and Ascending Flow Youth Organization and will run in ten week workshop series. We will also offer stand alone seasonal weekend workshops at Sisters of the Road and Social Justice Action Center. Our program focuses on both music and video production, with students working in small groups towards the creation of a song and corresponding music video with the assistance of industry experts. During this process students will learn introductory hands-on technical skills from audio recording to digital music composition, camera and lighting techniques to video editing. The music videos and documentary shorts will be broadcast via open signal and distributed online through social media networks. In addition to an increase in audiovisual technical skills, we anticipate outcomes for students to encompass both an improvement social behavior and positive human development. This includes a reduction of delinquency, increase in positive communication and interactions, as expanded global and cultural awareness, creative expression, critical thinking skills and peer collaboration skills. Through these measurable outcomes, the youth will be better equipped to have a smooth and consistent transition back into the community, be capable of living healthy productive lives and demonstrate job readiness through competitive professional skills development.

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## Project Narrative

<b>Total Grant Funds:</b>	\$33,874.00
<b>Total Match Funds:</b>	\$88,000.00
<b>Total Funds:</b>	\$121,874.00
<b>Cable System Technology Use</b>	Community Access Channels
<b>Proposed Technology</b>	Video production equipment
<b>Public Benefit Area</b>	Reducing Disparities for Underserved Communities
<b>Project Purpose</b>	

*In defining the project purpose, applicants must:*

## **INTRODUCTION**

The primary beneficiaries of the Keys, Beats, Bars program are justice-involved and at-risk minority youth between 14-25 years of age residing in the greater Portland area of Multnomah County. We anticipate reaching between 40-50 youth through programming at multiple sites during a two year grant cycle.

As part of a special partnership between the Northwest Alliance for Alternative Media and Education and the Office of Inclusion and Intercultural Relations for Oregon Youth Authority (OYA), we have been offering onsite multicultural programming for youth at the MacLaren Youth Correctional Facility over the last four years. We developed our Global Perspectives program as a way to address the specific needs of this demographic. Keys, Beats, Bars grew out of a music and video based module of that curriculum, which was particularly popular with the program participants. The intention is to provide a safe creative environment for youth to learn technical and social skills while exploring creative expression, critical thinking and peer collaboration. At the end of each module, participants were asked to fill out evaluation forms relating to their own personal self-image and growth, as well as reflect on elements of the program that they felt the most benefit from.

Based on participant interest we saw the need to offer more hands on media-based education and extend the program outside of the youth correctional facilities into the wider Portland community. Overtime many of the youth involved in our onsite programming at MacLaren reached their date of release, and expressed the desire to stay connected to the positive network of guest teachers and continue to deepen their music and multimedia skills. We also began to grow internal capacity to pursue further partnerships to offer programming at other youth residential facilities. To further the expansion of the program in these ways, we put together a steering committee consisting of guest presenters who had been involved in the program over the years, along with other community members involved in similar work; this includes talented hip hop musicians, African drummers, electronic music producers, multimedia artists, filmmakers, academics, and community leaders. The ideas generated at steering committee brainstorming sessions have helped to inform the validity and practicality of our programming, and allowed us to take solid steps towards moving this work to the next level.

## **SPECIFIC NEED**

A quick look at some research around youth and the juvenile justice system and it becomes clear why this demographic is in such need of creative community based outreach. Each year, more than 2 million juvenile arrests are processed nationwide, with ethnic minority youth overrepresented at every stage of the justice system process. Census data from 2015 show that Black, Hispanic, and Native American youth make up a disproportionate majority of juvenile residential placements. These same minority groups consistently experience the highest poverty rates nationwide. They often struggle with multiple problems at home, school, and in their communities and are faced with a lack of social and material resources to improve their situation. Furthermore, it is well established that once youth become entangled in the justice system they have a high likelihood of continued delinquency, fall behind in fundamental education and training opportunities during critical development stages, and show poor adjustment into adulthood with trouble achieving traditional markers of adult success.

A 5-year longitudinal study of Oregon's juvenile justice system showed nearly 70% of adjudicated youth are still idle, with no job or school involvement within 12 months of release from juvenile justice facilities. Only 15% of released ninth-graders graduate from high school in four years. Almost half of all youth released return to confinement within three years. Poor academic performance has been linked to a higher probability of dropping out of school and higher rates of criminal involvement. However, formerly incarcerated youth who were engaged in work or school within 6 months of release, tended to not return to the juvenile correctional system.

When taking into account the structural disadvantages faced by minority youth, and the stigma associated with juvenile delinquency, along with the strong link that educational attainment has on both future employment and earnings potential, it's not surprising that many of these youth have difficulty finding adequate legal employment. Without having consistent legal employment, these youth may be more inclined to turn to illegal activities to support themselves, or as unhealthy coping mechanism and eventually end up being re-arrested. These results clearly demonstrate the importance of providing immediate access to positive educational opportunities that will be uniquely suited to support the needs of justice-involved youth upon release, as well as a preventive measure for minority youth who have a high risk of becoming involved in the juvenile justice system.

## **SOLUTION**

Keys, Beats, Bars mission is to empower justice-involved and at-risk minority youth through the use of music and multimedia

education. We aim to reduce delinquency and recidivism, diverting the school-to-prison pipeline facing many youth of color by providing culturally responsive programming within a lens of a positive youth justice approach- building on the strengths of youth, rather than merely trying to eliminate and punish their deficits. We teach technical audiovisual skills in a positive social context that has ample opportunity for self-reflection, prosocial peer bonding and healthy personal development through the arts.

We work in partnership with local social service agencies and youth detention facilities to offer our programming at distinct locations. In fall 2019 will begin our new phase of programming at multi site locations across Portland. Primary programming will take place at Youth Progress, Ascending Flow Youth Organization and will run in ten week series. We will also offer stand alone workshops at Sisters of the Road and Social Justice Action Center.

Our program focuses on both music and video production, with students working in small groups towards the creation of a song and corresponding music video with the assistance of industry experts. During this process students will learn introductory hands-on technical skills from audio recording to digital music composition, camera and lighting techniques to video editing. The proposed technology we will purchase with the grant includes field recording, camera and accessory equipment, studio lighting and audio equipment as well as computer workstations for post production. The equipment will be used for technical training for youth beneficiaries for topic specific introductory workshops and/or towards the completion of music and film projects.

Our instructors are teaching artists with a variety of creative and professional experience. The primary music and video instructors are part of NAAME's Board of Directors and Advisory Committee. Other guest music instructors will bring their own personal instruments for demonstrations as well as for recording sessions. For example the weekend workshop series at Sisters of the Road and Social Justice Action Center will be topic specific intensives such as by a professional drummer where the youth can experience demonstration, instrument instruction as well as being able to use audio and video recording equipment. Several instructors produce professional videos such as Talilo Marfil on the NAAME advisory committee and also works with previous MHCRC recipients Outside the Frame.

Instruction will focus on learning audio and video skills for putting together collaborative musical compositions as well as a student led music video accompaniment. Instructors will help youth to make beats electronically as well as record a variety of instruments and vocals. Our budget includes technical music equipment such as microphones and cables, as well as video gear, but does not include specific musical instruments. Any music instruments will be featured on a case by case scenario, based on guest instructor specializations. Personal musical instruments will be brought in by the instructors and guest artists for demonstration and for recording particular projects.

## **INTENDED OUTCOMES**

We intend to see measurable outcomes in both technical and aspirational levels which we believe will better prepare the youth for more broad long term impacts. Initially, youth will gain technical computer and audiovisual skills which will give the youth the means to express themselves through creative technology as well as envision career potentials in a variety of related fields. This will be evident in their ability to engage in the technical application of the equipment to complete their group audiovisual project.

We expect to see an immediate shift in youth mentality and sociability through their participation in workshop activities. This will be evident by youth participation in group discussions and by surveys filled out during each session. By focusing on creating a safe creative environment where students are encouraged to self reflect and connect with others we expect to see youth "let their guard down" and feel comfortable sharing in vulnerable situations. The combination of relationship development as well as thinking together about issues during each session will require the practice of empathy, emotional control, and other skills and attitudes important to valuing diversity, equity and inclusion and to managing conflict.

We anticipate that the youth will experience increased positive human development such as increased self confidence, responsibility and goal setting through their ability to master a skill, accomplish educational tasks and project completion. Additionally, since many of the youth involved have struggled in typical educational environments, the small successes they experience will serve as an opportunity to "learn how to learn." Through the self exploratory nature of creative expression guided by adult mentors, the youth will gain a greater sense of purpose, resiliency, and cultural awareness.

The long-term impacts are outside of our projects capacity to measure, but nonetheless, help us form our vision and strategy. By participation in our program, youth will gain tangible and intangible skills that help lead to a holistic reduction of negative behaviors and advancement in positive human development. This includes a decrease recidivism as well as successfully

obtaining appropriate educational goals and workforce readiness for productive inclusion in their community. The long-term outcomes are more difficult to measure directly related to participation in the programming, however we believe believe it is part of the larger equation. By having the combination of technical trade skills, increased social skills, and positive self image we believe these youth will be able to achieve greater success in life. Through the various stages of outcomes the youth will develop the ability to have a smooth and consistent transition back into the community, be capable of living healthy productive lives and demonstrate job readiness through competitive professional skills development. We hope Keys, Beats, Bars will be a touchstone experience to help our youth navigate the complexities of life as they mature into productive and lawful citizens.

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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.*

## **OBJECTIVES**

We will evaluate both our internal performance as efficiently executing the programming, as well as the outcomes experienced by the youth participants as a result of their participation in the program.

We have developed thoughtful goals and metrics for evaluating the positive outcomes for participating youth provided by our programming. Attention has been paid to goals that reflect the culturally responsive, trauma informed and arts integrated aspects of our programs design. Our sessions are designed on a special model we developed called Multicultural Educational Group Support Sessions (MEGSS). MEGSS are designed to support and amplify cultural essentials of Positive Human Development (PHD) and Equity, Diversity and Inclusion (EDI) while contributing to four overall outcomes for youth:

- Social Skills
- Life Skills
- Conflict Resolution
- Critical Thinking

## **STRATEGIES AND RESOURCES**

The data evaluated will be gathered from observational reports written by project coordinators, self-reported forms completed by youth participants, as well as data provided by partner organizations. The overall program evaluation will be facilitated by NAAME's joint secretary who will compile the data that to be catalogued and digitized. Project coordinators will ensure that youth evaluation forms are completed at the beginning and end of the ten week series and for the workshops. Additionally, project coordinators will complete observational reports relating to the individual youth's progress, implementation of the program itself, and suggestions for areas of improvement.

Our evaluation process is divided into a formative and summative phase. Our first formative evaluation will assess initial and ongoing project activities, during project development and continuing through implementation. This will help us to provide new and unanticipated insights into improving the outcomes of the project. This formative evaluation will be presented to our steering committee and NAAME board members to analyze any programmatic adjustments. Our summative evaluation will take place after the completion of the project and will assess the success of the project in reaching our stated goals.

## **METRICS**

Keys, Beats, Bars is designed to attract a diverse set of youth. We want the group to model the best of a Positive Human Development (PHD) culture – so much so that it attracts a growing number of participants and becomes an engine for positive culture change within communities. Some of our metrics have been developed internally based on our extensive work with the Oregon Youth Authority. Additional metrics and indicators have been designed based on widely available national youth outreach research such as the Youth Experiences Survey (YES) 2.0. Feedback form (attached).

We will track two metrics as indicators for success within the context of PHD.

- The first will be an indicator of psychological safety in the group as indicated by an increase in self-reported 1:1 positive relationships among participants. The data collected will produce an average value between -5 and +5. We want to see this number move higher from the beginning to the end of the 10-week session.
- The second number will be an indicator of levels of critical thinking in the group as indicated by an increase self-reported levels of understanding what/how others think about issues. The data collected will produce an average value of 0 to 5 and we will want to see this number increase from the beginning to the end of the 10-week session.

PSYCHOLOGICAL SAFETY- Example Survey

We are measuring the relationships between everybody in this group. We want this to be a high performance learning environment. Safe and healthy relationships create the best conditions for learning. Please take a moment to think about your relationship with each person in this group. Be honest. There is not a right or wrong answer. This is just a snapshot of what is 100% real for you today.

Score each relationship from -5 (not safe) to + 5 (very close)

5 = I am close to this person like an important friend or family member.

4 = I would introduce this person as a friend

3 = I like interacting with this person

2= I feel comfortable with this person around

- 1 = I am giving this person the benefit of the doubt
- 0 = We don't really have a relationship - it's not positive or negative
- 1 = I am waiting for this person to prove their worth
- 2 = I feel uncomfortable with this person around
- 3 = I do not like interacting with this person
- 4 = I think of this person as an enemy
- 5 = I am not safe alone with this person and they are not safe alone with me.

#### CRITICAL THINKING- Example Survey

We are also measuring critical thinking in the group. High levels of critical thinking including understanding a topic, forming an opinion about the topic, understanding how you have come to your opinion (what evidence, experiences and values shape your opinion), and understanding how others think about the topic and how others come to different conclusions about the topic. Please list each person in the session and score how much you know about each person's beliefs and viewpoints on current affairs and social issues from 0 (not at all) to 5 (very much)

- 5 = I know what this person thinks about many topics and how their beliefs and experiences have shaped formed their opinions.
- 4 = I know what this person thinks about some topics and I know how their beliefs and experiences have shaped formed their opinions.
- 3 = I know what this person thinks about many topics, but I don't know what how their beliefs and experiences have shaped these views.
- 2= I know what this person thinks about a few topics, but I don't know what how their beliefs and experiences have shaped these views.
- 1 = I have a slight understanding of how this person thinks about a few topics.
- 0 = I have no idea what this person thinks about almost anything.

The staff involved in MEGSS will experience structures and methods for a productive group. The MEGGS template is to demonstrate and practice the structures and skills that lead to healthy and productive conversations, commitments and results. 8-week groups offer a perfect laboratory for learning and development through deliberate practice. Both youth and staff will learn the process through experience, supportive training materials and in-the-moment coaching by experts.

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#### **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.*

The strength of Keys, Beats, Bars is built on a firm foundation of community partnerships. Our project partners are Ascending Flow Youth Organization (<https://r3411zm.wixsite.com/ascendingflow-1>), Youth Progress (<https://www.youthprogress.org>), Sisters of the Road, (<https://sistersoftheroad.org>), Right 2 Survive (<https://www.right2survive.org>) and Social Justice Action Center ([www.sjacpdx.org](http://www.sjacpdx.org)). We have included letters from all of our community partners for this project with our final application packet and will discuss in further detail below. Four out of our five community partners are committed to providing their spaces for the project at no cost, excluding Right 2 Survive because they do not have a dedicated space. Ascending Flow Youth Organization (AF) and Youth Progress both have their unique youth populations who we will be working with and are both confirmed hosts for the program. AF will have 7-10 youth confirmed to participate per series of sessions. Youth Progress runs a day school and will run our program as part of their course offerings to 8-10 youth who have expressed interest in attending our program. Sisters of the Road and Right 2 Survive will network and outreach to both underserved and youth experiencing homelessness for the weekend series. Two of the seasonal weekend workshops will take place at Sisters of the Road and the other two at the Social Justice Action Center (SJAC) and they are both confirmed hosts. SJAC will also be providing us with work space for meetings related to planning evaluation and curriculum assessment among our program coordinator, contractors, guest artists and Board and Advisory Committee members.

Youth Progress provides a day school for youth in custody of the Department of Human Services. Many of these youth have experienced high levels of trauma, homelessness, drug and alcohol abuse and need creative outlets to move forward and be successful for their futures. Youth Progress has requested to have ten week series that will run twice a week for two hours per session at their site in southeast Portland on Mondays and Thursdays from 2:00 p.m.-4:00 p.m. They plan on helping to pay our instructors and facilitators for said programming. They will also provide space for storage, classrooms for programming and staff capacity.

Ascending Flow Youth Organization (AF) works with youth in custody of the Department of Human Services ages 18-21 in Multnomah County. AF youth have been in and out of detention/incarceration, foster homes, foster shelters and some have also experienced homelessness. Keys, Beats, Bars will conduct creative programming that will help to provide youth with skills necessary to avoid return to incarceration. We have confirmation from AF that they will lend staff capacity, space for storage as well as meeting rooms for the programming that have some limited AV equipment set up for Keys, Beats, Bars programming. Right 2 Survive (R2S) and Sisters of the Road are both non-profits focusing on advocacy for people experiencing homelessness. Both organizations will help us to offer programming specifically to underserved youth who are currently unhoused/marginally housed, or have been previously so. R2S has agreed to support programming by assisting with Keys, Beats, Bars operating budget to compensate instructors and facilitators. R2S has also helped with outreach for our fundraising efforts and has pledged capacity towards ongoing support. Sisters of the Road has offered space for the program on several instances and has pledged to provide their space as an in-kind donation for youth programming, fundraising events, volunteer orientations and planning meetings.

The Social Justice Action Center (SJAC) will provide space for several of the two hour seasonal one day weekend workshops and also space for planning meetings for our team of contractors/instructors, guest artists and Program Coordinator. We also have access to the space for fundraising events and strategy sessions for our board members. SJAC will be providing space for project planning with community partners. This will include capacity from their board members involved in helping with said programming such as Lielah Leighton for scheduling.

*(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.*

The plan for our sessions are to have classroom type settings for making professional music and videos. Our suggested equipment list is modeled after these particular needs featuring new advanced equipment needed in order to keep up with popular trends in the video and audio production industries. The equipment that we have researched purchasing is high quality audio, video and computer equipment which is detailed in our budget. The selection of our suggest equipment list was consulted via professionals in the field of recording and videography such as members of our board and other community members who donated their time. The particular technology that we hope to acquire is not based on the most high end of equipment but on affordable consumer level that will be sufficient for our programming needs. Plans for maintaining and upgrading equipment will be achieved by annual fundraising and support from community partners. Storage for any and all of our equipment is available at all three discussed community partner sites: Ascending Flow Youth Organization, Youth Progress, Sisters of the Road and Social Justice Action Center.

Due to the unique needs of our target demographic, small class sizes are crucial to provide an adequate learning environment. In order to ensure focused learning, sufficient one on one instruction, and ample opportunity for positive peer interaction, our class sizes are limited to ten students. Instructors will have at least one co-instructor or guest presenter for each class, so as to achieve a minimum of a 5:1 student/teacher ratio. During workshop sessions students will work in pairs and groups, using the equipment to film and edit a music video and corresponding music composition. Students who have successfully completed the course will receive a certificate of completion. The music videos and documentary will be broadcast via open signal and distributed online through social media networks.

The program coordinator and key instructors of the Keys, Beats, Bars program are long term members of Northwest Alliance for Alternative Media and Education and have been integral to previous organizational programming including a wide variety of video production services and technical trainings over the years. The proposed technology is all similar equipment to what has been used previously by our organization. The new equipment purchased will update and expand the current technology we have and will allow us to offer on-going structured technical training to the youth involved in our programing without the need to rely on borrowed or rented equipment. In order to update and refine technical skills on new equipment the program coordinator and key instructors will take an on demand video production training course through Open Signal before launching the programing.

*(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)**

November 2019

**Proposed End Date (month/year)**

October 2021

#### **Implementation Plan**

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

## **PROGRAM TIMELINE**

(TOTAL STUDENTS: 40-50)

SUMMER/FALL: October - December 2019

- Program Development
- Partnership Planning Meetings
- Technology Procurement

FALL: Nov/Dec/Jan 2019-2020

- Youth Progress ten-week workshop (8-10 Students)
  - Internal Programmatic Evaluations
- Steering Committee Meeting
  - Outreach/Recruitment for first seasonal one day workshop in winter at SJAC

WINTER: Jan/Feb/Mar 2020

- Youth Progress: ten-week workshop (8-10 Students)
- Ascending Flow Youth Organization: ten-week workshop (7-10 Students)
- Social Justice Action Center: one day workshop (8-10 Students)
- Internal Programmatic Evaluations
- Steering Committee Meeting

SPRING: Apr/May/Jun 2020

- Youth Progress: ten-week workshop (8-10 Students)
- Ascending Flow Youth Organization: ten-week workshop (7-10 Students)
- Sisters of the Road: weekend workshop (8-10 Students)
- Internal Programmatic Evaluations
- Steering Committee Meeting

SUMMER: Jul/Aug/Sept 2020

- Sisters of the Road: weekend workshop (8-10 Students)
- Social Justice Action Center: one day workshop (8-10 Students)
- Internal Programmatic Evaluations
- Steering Committee Meeting

FALL: Sept/Oct 2020

- Partnership debrief and Future Program Meetings
- Technology Checks
- Annual Evaluations Complete

FALL: Nov/Dec/Jan 2020-2021

- Youth Progress ten-week workshop (8-10 Students)
  - Ascending Flow Youth Organization (7-10 Students)
  - Sisters of the Road: weekend workshop (8-10 Students)
- Internal Programmatic Evaluations
- Steering Committee Meeting

WINTER: Jan/Feb/Mar 2021

- Youth Progress: ten-week workshop (8-10 Students)

- Ascending Flow Youth Organization: ten-week workshop (7-10 Students)
- Social Justice Action Center: one day workshop (8-10 Students)
- Internal Programmatic Evaluations
- Steering Committee Meeting

SPRING: Apr/May/Jun 2021

- Youth Progress: ten-week workshop (8-10 Students)
- Ascending Flow Youth Organization: ten-week workshop (7-10 Students)
- Sisters of the Road: weekend day workshop (8-10 Students)
- Internal Programmatic Evaluations
- Steering Committee Meeting

SUMMER: Jul/Aug/Sept 2021

- Sisters of the Road: weekend workshop (8-10 Students)
- Social Justice Action Center: one day workshop (8-10 Students)
  - Project Wrap up, Partnership recap meetings
- Internal Programmatic Evaluations
- Steering Committee Meeting

FALL: October 2021

- Partnership debrief and Future Program Meetings
- Technology Checks
- Final Evaluations Complete

## **PLANNING AND LOGISTICS**

We are currently in the planning phase for our program expansion. Major features of this phase involves detailed logistics such as finalizing community partners, their commitments, coordinating equipment, space, storage and program scheduling. Community partnerships started developing as early as when the program piloted at MacLaren in 2017. In 2018 we hosted three public community forums at distinct locations in Portland, OR including Portland State University, Sisters of the Road and Social Justice Action Center (SJAC). We continue to facilitate focus groups at the MacLaren Youth Correctional Facility with Global Perspectives participants, and have formally launched Keys, Beats, Bars programming there. We are also working with staff at the Oregon Youth Authority, as well as several social service and community organizations, to envision the most effective outreach and retention strategies for youth both inside and outside of detention facilities.

In the spring of 2019 we began hosting monthly volunteer meetings at the SJAC dedicated to moving the project forward at new locations. We also have been actively meeting with community partners to solidify programmatic details for the coming fiscal year. We produced a short informative video which we launched at our widely attended fundraiser at Lagunitas Community Room at the end of June 2019. Such events are helping to spread awareness about the project attracting attention, financial support, volunteer outreach and opportunities.

We are currently focused on obtaining sufficient equipment for the expansion of programming and finalizing documents and other supplemental educational materials that will continue to expand and transform the effectiveness of Keys, Beats, Bars programming. We are also continuing to meet for planning sessions regarding necessary steps involved in running each session and workshop, bringing together instructors, assistants, guest speakers, curriculum development as well as programmatic evaluation. Included in the supplementary materials is an example of the Youth Progress proposal for programming in fall 2019. Ascending Flow Youth Organization will also be adopting similar curriculum.

## **PROGRAMMING AND FORMATIVE EVALUATIONS**

This phase will take place in fall 2019 by launching programming at Youth Progress consisting of twice-weekly two hours per session of ten weeks. We will also work with R2S and other community partners to offer one youth workshop intensive at both SJAC and Sisters of the Road during the fall. Programming at Ascending Flow Youth Organization will take place in fall 2019. Winter and spring programming will happen at both Youth Progress and Ascending Flow Youth Organization. Project

documentation will be stored and shared online by our programs coordinator, facilitators and instructors. Preparation for groups will happen between the project facilitators and instructors individually with most coordination taking place online via google docs, e-mail correspondence. In person meetings will take place before and after programming periods during planning and evaluation phases.

Shared content with Open Signal will be achieved in two ways. Firstly, members of our board and advisory committee are certified as "dub and submit" producers at Open Signal. Secondly youth will attend an Open Signal info session. After completion of the free info session participants will become Open Signal members. After they become members they will become producers by setting up a producer account and after that they will be able to upload content to their producer project folders. At the end of this process youth will be certified as "dub and submit" producers at Open Signal.

Other concerns during this phase will be that equipment is taken care of properly, safely secured and is generally working properly. This will include some time and capacity to check equipment, facilitate repairs and to purchase other new equipment as well as any unanticipated repairs, replacements and other purchase that might need to take place. Locked storage spaces are all confirmed at our programming sites. Throughout this phase we will have capacity allotted to dealing with financial matters such as processing funds from community partners as well as accounts payable to instructors and facilitators.

## **FINAL SUMMATIVE EVALUATION**

During this phase we will take time to analyze the formative evaluations and data collected throughout the duration of the programming, as well as assessing feedback from community partners. With Youth Progress and Ascending Flow Youth Organization we will schedule in person meetings with the principal/supervisor to review, reflect, and share evaluations including ideas for improving the effectiveness of the programming for the following year. We will also invite engaged youth participants to give feedback as part of a youth roundtable sessions to discuss how the program worked for them, what they would like to see in the future, as well as probe future participation in programming including leadership and mentorship on their part. The cumulation of this work will result in final reports to be reviewed by the NAAME Board and submitted to the MHCRC. Once a series of programming is fully evaluated we can move our model to the next phase of follow-up project implementation in order to update curriculum as well as our approach to other logistical and planning matters for future programming.

*(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.*

Most of NAAME's Board and Advisory Committee members and have been active in brainstorming and/or in depth planning meetings that help to develop Keys, Beats, Bars programming and logistics. Several board and advisory committee members are instructors and facilitators for KBB programming. Also many of these folks also help to represent other organizations who are community partners for Keys, Beats, Bars. Much of our base capacity lies within this milieu of program partners. After several community events Keys, Beats, Bars has generated contacts with volunteers and continue to generate interest on social media and from our website. Many of the board and advisory members comprise a team of professional facilitators, music instructors, musicians, hip hop artists and cultural workers. Each person comes with a certain artistic and academic skill set that has built the foundation for a strong curriculum. All of the persons discussed below are based in Portland and some of which have experiences in community partnering with the aforementioned programming sites. The project steering committee includes several members of NAAME's board of directors and Advisory Board. In the supplementary material we have attached bios for project coordinators, facilitators, and instructors.

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## **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?**

With presumed class sizes and frequency we will serve between 40-50 youth in two years of programming. We strive for a minimum of 85% completion rate for students who miss no more than two days of class. Of the youth who complete the workshop series we expect to see a measurable increase in their technical skills, life skills and social skills.

1) Technical Skills- Youth will develop a particular skill set in using audio/video equipment for video and music production. This includes metrics such as familiarity with audio and video equipment. Familiarity with computer software for audio/video production.

2) Life Skills- Improved life skills such as increased planning skills, increased sense of purpose and self-direction, expanded global and cultural awareness, creative expression, critical thinking skills and peer collaboration skills.

3) Social Skills- Participants will show a reduction in negative behaviors and increase in pro social skills. With indicators such as critical thinking, communication and conflict resolution exemplified by teamwork and group building projects. This will also be demonstrated by a decrease in delinquency and illegal activities as well as an increase in non-violent responses to conflict. Over two years of programming we will provide eleven ten-week workshop series and nine weekend workshops of Keys, Beats, Bars audio/visual programming to justice-involved and houseless youth ages 14-25. We expect an 85% completion rate of programming measured by the demonstration of completion and proficiency in project final presentations such as a 2-5 minute video project to be completed by each group. Youth who finish the program will earn a certificate of completion awarded by our program for skills attained in music video production. The eleven ten-week sessions offered up to ten youth per group at Youth Progress and Ascending Flow Youth Organization will take place either once or twice a week from 2-4 hours per week. Nine seasonal weekend workshops will take place at Sisters of the Road and Social Justice Action Center.

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## **Budget Narrative**

### **Budget Narrative**

Our budget was developed for this particular project in the late fall of 2018 and is now updated for two years of programming between Fall 2019 to Fall 2021. Our budget in overview covers all the essential costs to run our programming including basic equipment, professional audio/video equipment, staffing and contractors also including food/drink. Our budget does not include need for: 1) Travel 2) Infrastructure construction/facilities construction 3) Overhead.

Our budget is relieved of any overhead for space to hold meetings and generally conduct all youth programming for the project. This is because our community partners are letting us use their space as part of their commitments (Youth Progress, Ascending Flow Youth Organization) or they are donating free space as an in kind donation (Social Justice Action Center and Sisters of the Road). Our list of suggested equipment focuses on covering the bases on most audio and video needs including computers, software, the proper cables and other accessory needs for professional equipment set up and usage for our project.

The section in our budget for staffing is divided in two main roles:

1) Personnel- Program Coordinator

2) Contractors- Program consultant, social media consultant, web and graphics designer, printshop, catering.

Five community partners are involved helping offering space, funding and/or youth recruitment: 1) Ascending Flow Youth Organization 2) Youth Progress 3) Sisters of the Road 4) Social Justice Action Center 5) Right 2 Survive.

Persons taking on roles as instructors and contractors make up 85% of our Board and Advisory Committee. The other 15% of non-Board/Advisory Committee members who are contractors take roles as either guest (artists) instructors or contractors for social media, web and graphic work, printshop and catering. Guest artists are instructors who are based in Portland and already networked with members of our Board/Advisory Committee from past and/or present projects. Social media, web and graphic contractors have already been recruited for past work on NAAME projects and are known to be reputable, reliable and affordable.

Involvement from our Board and Advisory Committee is high and includes five of our eight board members will act as instructors and coordinators (Tim Rice, Darlene Solomon Rodgers, Adam Carpinelli, Stephanie Rio Collier and Ibrahim Mubarak). Four out of eight of our advisory committee members will act as instructors and/or guest artists (Quincy Davis, Talilo Marfil, Nili Yosha, Mic Crenshaw). All of the members of this team will meet periodically to discuss evaluation, curriculum development with the Program Coordinator.

Each class will have two instructors/guest artists conducting the group sessions. This also includes the seasonal two hour weekend workshops. Our project coordinator will be in attendance at all sessions filling a dual role as co-facilitator/instructor; helping to make sure sessions are expedited and offering instruction. Aside from our two staff ratio Youth Progress and AF have to include their own staff for supervision at no additional cost to the program and will help with recruiting youth for the program based on their expressed interest, steady attendance, prolific participation and behavior adjustment.

Shared content with Open Signal will be achieved in two ways and both are at no cost. Firstly members of our board and advisory committee are certified as "dub and submit" producers at Open Signal. Secondly youth will attend an Open Signal info session. After completion of the free info session participants will become Open Signal members. After they become members they will become producers by setting up a producer account and after that they will be able to upload content to their producer project folders. At the end of this process youth will be certified as "dub and submit" producers at Open Signal.

## **PERSONNEL**

**Program coordinator.** The Program Coordinator will oversee all aspects of the grant project. Responsibilities will include ensuring that budget and timeline targets are met, selecting contractors, putting together an advisory committee, preparing project reports, working with the evaluation consultant to develop the project evaluation, and supervising the project staff. In addition, the Program Coordinator will conduct outreach to the target beneficiaries. They will work 50% of the time for 12 months. Based on an annual salary with fringe benefits of \$40,000.00, the cost to the project will be \$20,000.00 per year.

Grant Funds: \$0.00 Match: \$20,000.00 per year

Total Costs: \$40,000.00

## **EDUCATION AND TRAINING**

Project Coordinator, and instructors will take training courses at Open Signal including Intro to Cinematography, Intro to Studio, Intro to Editing (Adobe Premiere), and Sound Stage. The trainings total \$415.00 per person for 7 people and should be completed within the first year of programming.

Grant Funds: \$2,905.00

Total Costs: \$2,905.00

## **CONTRACTUAL**

**Instructors.** Instructors will instruct students in digital video technology and provide artistic/technical guidance. At an hourly rate of \$40, they will contract to teach one-two hour sessions over a two year period.

Grant Funds: \$0.00 Match: \$4,000.00 per year

Total Costs: \$8,000.00

**Program Consultant.** Program consultant will work with our Program Coordinator and other instructor contractors to help guide the evaluation plan through in context of proper implementation, follow through and advancement of process as we develop and refine our programming, the evaluation process and future follow up implementation. They will help to make sense of collected data and will produce materials that will provide an overview to our board and community partners.

Grant Funds: \$0.00 Match: \$5,000.00 per year

Total costs: \$10,000.00

**Social Media Consultant.** Social media consultant will help to implement strategic planning of social media outreach in order to gain attention to the program as well as to further cultivate online supporters for fundraising efforts.

Grant Funds: \$0.00 Match: \$5,000.00 per year

Total Costs: \$10,000.00

**Web & Graphics Designer.** Web & Graphics designer will help to update website and social media accounts to make sure that programming is highlighted, develop attractive to the community as well as keeping programming relevant.

Grant Funds: \$0.00 Match: \$5,000.00 per year

Total Costs: \$10,000.00

**Printshop.** Our local printshop Colorhaus will help to produce outreach materials for the program such as business cards, pamphlets and other information materials as well as when we need copies printed of related course/educational materials and flyers, posters and handbills for community events.

Grant Funds: \$0.00 Match: \$1,500.00 per year

Total Costs: \$3,000.00

**Catering.** Catering vendors will be hired from time to time in order to provide food for different programming as well as functions.

Grant Funds: \$0.00 Match: \$3,000.00 per year

Total Costs: \$6,000.00

## **EQUIPMENT**

The following equipment will support the series of sessions we will be conducting at Youth Progress, Ascending Flow Youth Organization, Sisters of the Road and Social Justice Action Center. Prices are quoted from a competitive and reputable online source ([www.bhphotovideo.com](http://www.bhphotovideo.com))

### **Camera/Lens Setup (Total=7,571.70)**

Sony Alpha a6500 Digital Camera (3) @ \$1098.00=\$3294.00; Sony FE 85mm f/1.8 Lens (3) @ \$573.00=\$1719.00; Tilta ES-T17-A V2 Handheld Camera Cage (3) @ \$480.00=\$1440.00; Genaray LED-7100T 312 LED Variable-Color On-Camera Light (3) @ \$189.00=\$567.00; Oben AT-3565 Folding Aluminum Travel Tripod (3) @ \$129.96= \$389.85; Sony NP-FW50 Lithium-Ion Rechargeable Battery (3) \$53.95=\$161.85

### **Microphones (Total= 2,976.92)**

Saramonic UWMIC9 Wireless Dual Lavalier Mic System (1) @ \$399.95=\$399.95; Sony UWP-D12 Digital Wireless Microphone System (1) @ \$599.99=\$599.00; Rhode-NT5 Matched Pair Condenser Microphones (1) @ \$429.00=\$429.00; Shure SM57 Dynamic Instrument Microphone (1) \$99.00=\$99.00; AKG D112 MKII Microphone (1) @ \$199.99=\$199.99; Blue Microphones

Baby Bottle SL Large-diaphragm Condenser Mic (1) @ \$399.99=\$399.99; Audio Technica AT4047MP Multi-Pattern Condenser Mic (1) @ \$849.00=\$849.00

**Auxiliary Hardware** (Total=\$20,419.75)

Auray MS-5230FS Tripod Microphone Stand with Fixed Boom (10) @ \$21.99=\$219.90; Mogami Gold Instrument Straight 1/4" Male to Right Angle 1/4" Male Instrument Cable (25') (20) @ \$64.95 X 20= \$1,299.00; Mogami Gold Studio XLR Female to XLR Male Microphone Cable, Black 25" (20) @ \$69.95=\$1,399.00; Seagate 8 TB Backup Plus External Hard Drive (5) @ \$149.99=\$749.95; Adobe Premiere Elements 2019 (5) @ \$99.99=\$499.95; Ableton Live 10 Standard- Music Production Software (Education Institution 5+ Site Licenses, Download (1) @ \$269.00=\$269.00; Ableton Live 10 Suite- Music Production Software (Retail Download) (1) @ \$749.00=\$749.00; AKG K240 Studio Semi-open Pro Studio Headphones (5) @ \$69.00=\$345.00; KRK ROKIT 5 G3 5" Powered Studio Monitor (6) @ \$149.00=\$894.00; Apple 15.4", MacBook Pro with Touch Bar (Mid 2019, Space Gray) (5) \$2,499.00=\$12,495.00; Rolland Rubix44 4X4 USB Audio Interface (5) \$299.99=\$1,499.95  
 Grant Funds: \$30,968.37  
 Total Costs: \$30,968.37

**MISCELLANEOUS**

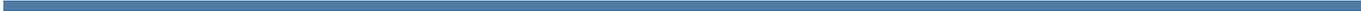
Office supplies  
 Grant Funds: \$0.00  
 Match: \$1,000.00  
 Total Costs: \$1,000.00

**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.*

Northwest Alliance for Alternative Media and Education is committed to fulfilling our financial obligations to facilitate project programming for Keys, Beats, Bars laid out in our proposal and budget. We are responsible for most categories laid out in our application budget with the exception of the equipment costs we hope to be covered by the technology grant. One other item that can be covered by the technology grant are the professional trainings at Open Signal for up to seven people on our team. In summary NAAME will cover the projects costs of: Personnel, Contractual and Miscellaneous line items.



**Line Item Budget**

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$40,000.00	\$40,000.00
Education and Training	\$2,905.00	\$0.00	\$2,905.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$47,000.00	\$47,000.00
Equipment	\$30,969.00	\$0.00	\$30,969.00
Infrastructure/Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$1,000.00	\$1,000.00
Overhead	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$33,874.00</b>	<b>\$88,000.00</b>	<b>\$121,874.00</b>

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## Final Application Signature

Signature of Duly Authorized Representative	Adam Carpinelli
Date	08/12/2019
Title	NAAME Board Member
Phone	503-896-7983
E-mail	carpinelli.adam@gmail.com

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## Supplemental Material Attachments

File Name	Description	File Size
COORDINATOR-INSTRUCTOR-BIOS.pdf	Coordinator and instructor bios.	34 KB
outcomesinventory_8nov10_final.pdf	Outcomes inventory reference for outcomes, indicators and sub-indicators.	933 KB
OYA Letter.pdf	Letter of support from Oregon Youth Authority.	681 KB
YES-2.0.pdf	Evaluation survey.	193 KB
Youth-Progress-Curriculum-Example.pdf	Example of curriculum for Youth Progress programming 2019-2020.	31 KB

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## Partner Commitment Letter(s)

File Name	Description	File Size
AF-MHCRC-Grant-letter.pdf	Letter of Support from Ascending Flow Youth Organization	242 KB
R2S-MHCRC.pdf	Letter of support from Right 2 Survive.	104 KB
Sisters-KBB-Support-Letter.pdf	Letter of support from Sisters of the Road.	89 KB
SJAC-Support-Letter.pdf	Letter of support from Social Justice Action Center.	2.2 MB
Youth-Progress.pdf	Letter of support from Youth Progress.	120 KB

## COORDINATOR/INSTRUCTOR BIOS

### Adam Carpinelli (NAAME Board Director- Program Coordinator & Facilitator)

Adam Carpinelli is a musician, educator and community organizer. Adam completed his masters at Syracuse University in Pan African studies and has lectured and conducted undergraduate courses at Syracuse University, Washington State University, Portland State University and The Evergreen State College on topics related to music, social change, world history and African studies. He has been a substitute teacher, tutor and para-educator for Portland Public Schools and North Clackamas County as well as the Educational Coordinator for the now dissolved Obo Addy Legacy Project. He also works with houseless and foster youth. As a multi-instrumentalist playing guitar, electric bass, drumset and percussion; his compositions take music to a new level fusing American styles such as jazz and funk with genres from Africa, Latin America and the Caribbean. His studies of world music started with Ghanaian drumming; having performed, and recorded for Obo Addy, the late Master Drummer. Adam currently performs and records with Senegalese Master Drummer Massamba Diop from Baaba Maal's band in a new project called "Walo Walo." he currently books and performs with his most recent projects Shvvvr, Wamba, World Beat Collective and Tropical Storm.

### Stephanie Collier (NAAME Board Director- Facilitator & Instructor)

Stephanie Collier is a community educator, independent filmmaker, and multimedia artist with over 10 years experience teaching media production and literacy skills in both community and academic settings. Her work is rooted in social justice movements, empowering everyday people to learn new technologies to tell their stories while also learning to critically analyze the popular media we are surrounded by. As a founding member of B Media Collective she has taught media courses at Portland Community College, developed curriculum for Pacific Northwest College of Arts, presented workshops at universities including Pacific, Reed, Stanford, and more, and collaborated on long-term community training projects with organizations such as We Are Oregon and the East Portland Action Plan's Office of Neighborhood Involvement. Her creative work and innovative lessons with the B Media Collective have been featured at conferences such as Cascade Media Convergence, Open Engagement, OROR Fest, and the Portland Experimental Film Festival. She also produces immersive live video installations for music events often including a montage of archival footage in a swirl of patterns, colors and repetitions. When not immersed in digital technology she doubles as a plant fanatic where she is a certified Oregon State Master Gardener, teaches garden education courses with the Oregon Food Bank, and concocts her own herbal home remedies from her backyard garden.

### Tim Rice (NAAME Board Director Instructor)

President of NAAME since 2014, Tim has over 10 years experience with community organizing in Portland working with organizations such as Portland Central America Solidarity Committee, Liberty Hall, Oregon Fair Trade Campaign and more. He was a founding member of the social justice video group B Media Collective.

### Darlene Solomon Rodgers (NAAME Board Director-Instructor)

Darlene Solomon Rodgers (AKA Blacque Butterfly) is a spoken word artist, singer, songwriter, entertainer and activist. Her love for the arts has allowed her to explore several layers of her calling. Be it spoken word, motivational speaking, singing, theater, event planning or promoting she has allowed the Creator to use her ministry to inspire others to follow their calling. Her art

crosses and closes cultural boundaries as she has shared stages with national recording artists from Dead Prez to Peter Dinklage. Her mission is to make good music and to elevate her audience to a higher level of consciousness. She performs a'capella, acoustic or with a full band. Blacque Butterfly is a native Oregonian, born and raised in NE Portland. She is the author of "Black girl can I comb your hair" and selected poetry. Butterfly mentors troubled youth and single mothers and facilitates a youth based theatre troupe, where she allows youth at risk to use the arts as a tool for social justice. She is also a member of Up and Over Tour a mentoring team of artists that share their experiences and performances to youth via the educational system. She is also a Right Brain Initiative teaching artist. Butterfly has a passion for people and has motivated and mentored women and men of domestic violence.

Mic Crenshaw (NAAME Advisory Board-Instructor)

Chicago-born poet and emcee Michael (Mic) Crenshaw fell in love with music at a young age while living in Minneapolis. He eventually chose to escape the violence and moved to Portland, where he quickly became one of the most respected artists in the Northwest, and his community efforts have had both local and international impact. In addition to his highly-acclaimed work in spoken word and Hip Hop, Mic co-founded GlobalFam, a non-profit to create and maintain a computer center for disadvantaged youth in Burundi, Central Africa. Over 400 people have received free training, and it is now expanding, generating revenue and creating jobs. Mic also partnered with Education Without Borders (EWOB), which supports education, music and art initiatives in Portland and beyond and serves as an umbrella for the local Books For Prisoners chapter and GlobalFam itself. Mic is Currently the Lead U.S. Organizer for the Afrikan HipHop Caravan and tours annually throughout Africa with African Hip Hop collectives.

Quincy Davis (NAAME Advisory Board-Instructor)

Quincy Davis is an independent hip-hop emcee / producer, documentary filmmaker and educator who has travelled the world, spreading his message of inspiration and empowerment, from the center of downtown Portland, to the Oregon State Penitentiary, to Indonesia. He works with high-school students throughout the Portland area as a guest speaker and workshop leader. Quincy's life story is one of redemption, after a struggle from rock-bottom to make his way out of a negative lifestyle, Quincy committed to sobriety, and found the teachings of indigenous wisdom-keepers and earth-based ceremonies that profoundly influenced and transformed his life. He translates these understandings and experiences through the art-form of music and video, with the intention to inspire, empower and be a spark for the younger generation of visionaries.

Talilo Marfil (NAAME Advisory Board-Instructor)

After his release from prison, Talilo Marfil has been mentoring youth since 2012 and has built a reputation as a mentor and hip hop artist in the Portland Community and southern Oregon. He combines both roles to connect with youth along their path to finding their passions, outlets and purpose. Talilo has countless experiences with mentoring youth surviving homelessness, incarceration, public schools, racial equity and the many faces of trauma. With his relatable personality, he helps foster his students talents and gives them structure in an environment where they can lead and hone their abilities. He has mentored youth with organizations such as Up and over, Outside the Frame, New Avenues for Youth and Keys, Beats, Bars.



# Afterschool Youth Outcomes Inventory



PARTNERSHIP FOR AFTER SCHOOL EDUCATION | [WWW.PASESETTER.ORG](http://WWW.PASESETTER.ORG)

SEPTEMBER 2010

## A LETTER FROM PASE EXECUTIVE DIRECTOR

Dear Afterschool Colleague:

It is with pleasure that PASE presents the Afterschool Youth Outcomes Inventory, a comprehensive tool for afterschool practitioners to use in assessing and articulating their programs' impact on youth. People associated with afterschool programs -- frontline program staff and Executive Directors, private and public funders, academics and researchers— have two thoughts at the forefront of their minds: the shared goal of helping every young person grow into a responsible, healthy citizen; and the shared desire to ensure that the efforts we're undertaking are as effective as they could possibly be.

This shared desire for effectiveness has led to an emerging emphasis from public and private stakeholders on data collection and impact measurement in the world of education as a whole and of afterschool in particular. In the school system, this increased demand for measurable outcomes has taken the form of an increased focus on students' standardized test scores, particularly in reading and math. However, when measuring children's progress in other crucial areas—for example, in social and emotional development—the desire for measurability remains but the readiest tools at hand are often ill-suited to the task.

The non-school institutions in a child's life have an enormous impact on developmental, emotional, and educational growth. Afterschool programs often supplement, remediate, and enrich school-day learning while providing additional support critical to children's healthy development. And as the demand increases for measurable outcomes in youth development, individual programs are looking for a shared vocabulary to understand, measure, and communicate the full breadth and depth of the impact they have on the youth they serve. This Inventory is intended to provide practitioners with a comprehensive and nuanced set of criteria to guide their practices, their evaluation of those practices, and their communication of those evaluations.

PASE hopes that this Inventory contributes to an on-going discussion of youth outcomes, the resources available to support measurement of those outcomes and that we together as a field continue to refine and build on this work.

PASE's work on program quality and youth outcomes has been generously funded through the years by the Booth Ferris Foundation, the Niarchos Foundation, the Altman Foundation, and Achelis & Bodman Foundation and the Garfield Foundation.

With warm wishes for great outcomes for the young people in afterschool programs –

Alison Overseth, *PASE Executive Director*

# P A S E Afterschool Youth Outcomes Inventory

**Youth Outcome:** *An effect of a program on the attitude, knowledge, and/or behavior of a young person.*

In the simplest of terms – *how is a youth participant going to be different after attending your program.*

## INTRODUCTION

The afterschool field includes an incredibly rich variety of programs. While this variety is an asset, it often makes it challenging for the field to define itself—particularly in regard to what youth outcomes afterschool programs can and should be held accountable.

The Partnership for After School Education (PASE) initiated a Youth Outcomes Committee made up of practitioners and intermediary representatives to build consensus in the field regarding common youth outcomes. The committee initially reviewed existing outcomes frameworks and research to generate a preliminary list of proven outcomes for afterschool.\* Over the course of six months, the committee worked to amend and expand this initial list to create an inventory document that identifies individual youth outcomes. At various times throughout the process, committee members solicited the feedback from colleagues outside the process to ensure the accuracy, scope, and tone of the inventory. The resulting product is this PASE Afterschool Youth Outcomes Inventory.

\*Sources included: “Positive Indicators of Child Well-Being: A Conceptual Framework, Measures, and Methodological Issues” L.Lippman, K. Anderson Moore, & H. McIntosh. Unicef Innocenti Research Centre (2009); “Possible Uses of CBASS Measures of After-School Effectiveness” E. Reisner (2007); “Issues and Opportunities in Out-of-School Time Evaluation”, Harvard Family Research Project (2008); “Impact of After-School Programs that Promote Personal and Social Skills” Durlak and Weissberg (2007).

## **PURPOSE OF INVENTORY**

While the afterschool field has an ever increasing array of instruments with which program quality can be assessed, such as the NYSAN Program Quality Self-Assessment (QSA) Tool and the Youth Program Quality Assessment (YPQA), this Afterschool Youth Outcomes Inventory represents a collective effort to identify a full realm of outcomes for youth and present these outcomes in clear and accessible language. It is our belief that this inventory meets at least two important goals:

- This inventory is intended to be a tool for the afterschool field to effectively communicate its impact in order to help funders, policy-makers, parents, the business community, school personnel, and other stakeholders both understand and better define the importance of out-of-school time programming.
- This document is also intended as a guide for program practitioners to initiate or extend their measurement of youth outcomes and evaluation efforts. It can help afterschool programs to more readily identify, measure, and express the positive impact of their work. As such, this document includes suggested outcome indicators and existing tools that support outcome measurement.

## **BREADTH OF FOCUS**

It is our intention, that this inventory identifies youth outcomes that can be achieved through an afterschool program. Furthermore, it is our hope that clarifying these outcomes will result in greater consideration of the full variety of outcomes afterschool programs can address. A well-constructed program with clear goals and activities linked to those goals may achieve a wide range of youth outcomes.

On a practical note, we see this inventory as providing an opportunity for a program to review what it currently measures and envision what other outcomes it could capture based on its current program activities. As a result of this review, programs and stakeholders who have focused exclusively on one set of outcomes (e.g. academic, physical, etc.) may broaden or expand their focus to other areas crucial to the development of young people.

## INTERPRETING THE INVENTORY

It is not expected that any given afterschool program would address all of the outcomes in the inventory. It is also expected that there can be valid outcomes for programs to achieve that are not included.

It is understood that many afterschool programs focus on teaching youth specific skills in many realms such as arts, sports, and technology as well as specific content knowledge in a wide range of areas. The variety of outcomes covering skills and knowledge is extensive and could not be included here. However, it is worth noting that many programs conceive of the teaching of specific skills, knowledge, and competencies as vehicles or tools towards the achievement of youth outcomes identified in this inventory. For example, an arts program may support improved life skills with a focus on resilience and increased capacity to accept constructive criticism or a sports program may support health and wellness with an emphasis on increased demonstration of healthy food choices.

## SUMMARY OF INVENTORY

This inventory is divided into four Outcomes Categories – Social/Emotional, Academic, College & Work Readiness, Health and Wellness – each of which includes four to five outcomes respectively.

Each outcome is followed by sample indicators to provide a context for what achievement of the outcome could look like. The sample indicators are not definitive. Programs could achieve the same outcomes and use different indicators. In addition, the achievement of some indicators may also have important precursors (or preliminary outcomes) that can be addressed and measured. For example, improved negotiation skills can be a pre-cursor to an increase in youth peaceful responses to conflict. In all cases, it is important to match the indicator to the actual program activity offered.

Each indicator is accompanied with a sub-indicator which provides specific examples of what programs could be measuring to demonstrate the achievement of the outcome. These sub-indicators are drawn from program practices and research and while not exhaustive, they represent concrete ways in which programs can capture their impact on youth. With these sub-indicators, it is our intent that staff will recognize elements of their program and outcomes they may be achieving, but not currently measuring. Programs also may envision other ways to demonstrate achievement of outcomes.

The last section includes suggested measurement tools for collecting and analyzing data. These suggestions represent tools which can be customized or adapted to suit the assessment goals of a program and implemented internally without the assistance of an independent evaluator.

## NOTES TO PROGRAM PROVIDERS

- **Focusing on outcomes is important.** Understanding both what your program is intended to accomplish and what it is actually accomplishing (i.e. what the outcomes are) is an important hallmark of a quality afterschool program. Focusing on outcomes as part of a continuous program improvement effort is vital to your program—no matter what your outcomes are.
- **Internal evaluations are valuable.** While external evaluations are always beneficial, internal evaluations (conducted by people affiliated with your program such as staff, volunteers, parents, and youth) can be a key lever for these continuous program improvements. Do not disregard evaluation if your program does not have the resources for an external evaluation. For more materials on how to conduct evaluation internally, see the suggested measurement tools section of the inventory.
- **Consider the most appropriate outcomes for your program.** Consider the resources (such as program time, materials, staff ratio, staff qualifications) and activities of your program and be intentional in determining your program's intended youth outcomes. This inventory is not meant to be used by program providers to select or claim outcomes for their programs that may be unrelated to their program design.
- **Relationship between dosage and outcomes.** Participants enrolled in daily programs will typically show better outcomes than participants in drop-in programs. It is important to consider your program schedule when determining how many of these outcomes your program addresses and what impact the program is having on participants that do not have regular involvement in your program.
- **In determining indicators, consider developmental appropriateness.** Age and developmental appropriateness is a key consideration in deciding how you identify and assess each outcome for the youth in your program. In many cases, different indicators should be used for different age groups to ensure the outcome is developmentally appropriate. For younger children, consider earlier milestones that can be used as indicators of progressing toward achieving an outcome that may not be tangible or visible until adolescence.

- **Relationship between attendance and outcomes.** Youth attendance at a program is a critical factor in meeting a youth outcome. For these and other reasons, it is important to track and analyze youth attendance. However, program attendance in and of itself should not be considered a youth outcome.
- **Consider youth participation in your evaluation effort.** Youth can be a crucial element of your evaluation team. The youth participation and engagement section of the NYSAN QSA Tool User's Guide has some suggested youth engagement resources. Please see link: <http://tinyurl.com/nysanqsatool-youthengagement>.

## LOOKING TO GET STARTED

If you have not engaged previously in outcomes work and or assessment, or have limited experience to date, there are many wonderful resources which, in clear and accessible formats, clarify outcomes and familiarize programs with the process and mechanics of assessments. We have listed a few resources below:

- **Demystifying Outcomes** – This brief describes the process of identifying appropriate program outcomes.  
[www.ydinstitute.org/resources/publications/DemystifyingOutcomes.pdf](http://www.ydinstitute.org/resources/publications/DemystifyingOutcomes.pdf)
- **Out-of-School Time Resource Center at the University of Pennsylvania – Research, Evaluation and Quality Improvement Document Library** includes documents which describe research, evaluation and using this knowledge to design quality programs and improve participant outcomes.  
<http://www.sp2.upenn.edu/ostrc/doclibrary/reqi.html>
- **Harvard Family Research Project** – Evaluation is core focus of HFRP's work and have numerous projects and publications and resources devoted to evaluation of work with children, youth, families and communities.  
<http://www.hfrp.org/evaluation>

On behalf of the Partnership for After School Education and the Youth Outcomes Committee, we wish you all the best in your continued work with and support of children and youth. We trust you will find this Afterschool Youth Outcomes Inventory beneficial to your efforts. Your input is extremely important to us. Please tell us what you think and how you have used this inventory so we can continue to strengthen and enhance this publication. Please click for online feedback form:

<https://www.surveymonkey.com/s/K8885FF>

# SOCIAL AND EMOTIONAL OUTCOMES INVENTORY

OUTCOMES	INDICATORS	SUB-INDICATORS
<b>A.</b> Improved Communication Skills	Effective expression of thoughts and feelings	*Frequency of feeling understood *Ability to speak in public
	Increased assertiveness in social context	*Rate of participation in group discussions and activities *Ability to resist negative peer pressure *Ability to implement negotiation skills
<b>B.</b> Improved Life Skills	Increased planning skills, time management, resourcefulness and realistic goal setting	*Ability to plan and complete a project *Ability to regularly be on time and adhere to a schedule *Ability to review and assess progress and revise and adapt plans *Ability to effectively use resources
	Increased accountability and/or sense of personal responsibility	*Ability to tend to one's own space and property *Level of financial literacy *Ability to follow rules *Ability to take responsibility for one's own actions
	Improved resilience	*Ability to accept and apply constructive criticism *Frequency of demonstration of using multiple strategies to achieve a goal *Ability to demonstrate good sportsmanship and accept defeat when necessary *Interest in seeking help with challenges
	Increased sense of purpose and self-direction	*Ability to stay on task *Ability to understand one's own values *Ability to recognize one's own strengths and weaknesses
	Regulate and manage emotions (coping with negative feelings)	*Number of behavior referrals *Number of emotional outbursts *Ability to appropriately express disappointment or disagreement *Number of behavior referrals *Number of emotional outbursts *Ability to appropriately express disappointment or disagreement
	Expanded global and cultural awareness	*Level of interest in investigating other countries and cultures *Ability to recognize and respect different perspectives *Ability to communicate complex ideas

# SOCIAL AND EMOTIONAL MEASUREMENT TOOLS

OUTCOMES	MEASUREMENT TOOLS & SOURCE	BRIEF TOOL DESCRIPTION
<b>A.</b> <b>Improved Communication Skills</b>	California Health Kids Survey: Module B (Resilience and Youth Development) <b>SOURCE:</b> <a href="http://www.wested.org/hks">www.wested.org/hks</a>	Comprehensive youth health, risk and resiliency survey sponsored by the California Department of Education; cost of \$1.50 per survey; youth fill out scales that include: Caring Relationships; High Expectations; Opportunities for Meaningful Participation; Peer Group Cooperation and Communication; Empathy; Problem Solving; Self efficacy; Self Awareness; Goals and Aspirations
	Youth Experiences Survey 2.0 <b>SOURCE:</b> <a href="http://www.web.aces.uiuc.edu/youthdev/yesinstrument.htm">www.web.aces.uiuc.edu/youthdev/yesinstrument.htm</a>	Designed for middle and high school youth that participate in out-of-school time activities; no cost for use; youth fill out scales that include: Identity Work; Initiative; Emotional Regulation; Teamwork & Social Skills; Positive Relationships; Adult Networks & Social Capital; Stress; Inappropriate Adult Behavior; Negative Influence; Social Exclusion; Negative Group Dynamics
<b>B.</b> <b>Improved Life Skills</b>	Youth Experiences Survey 2.0 <b>SOURCE:</b> <a href="http://www.web.aces.uiuc.edu/youthdev/yesinstrument.htm">www.web.aces.uiuc.edu/youthdev/yesinstrument.htm</a>	Designed for middle and high school youth that participate in out of school time activities; no cost for use; youth fill out scales that include: Identity Work; Initiative; Emotional Regulation; Teamwork & Social Skills; Positive Relationships; Adult Networks & Social Capital; Stress; Inappropriate Adult Behavior; Negative Influence; Social Exclusion; Negative Group Dynamics
	The Colorado Trust's Toolkit for Evaluating Positive Youth Development <b>SOURCE:</b> <a href="http://www.coloradotrust.org">www.coloradotrust.org</a>	Includes 8 scales for youth to report on: Academic Success; Arts & Recreation; Community Involvement; Cultural Competency; Life Skills; Positive Life Choices; Positive Core Values and Sense of Self
	Developmental Assets Profile (DAP) <b>SOURCE:</b> <a href="http://www.search-institute.org/surveys">www.search-institute.org/surveys</a>	Distributed by the Search Institute to assess the youths' assets that are linked to resiliency. Available for cost; Youth report on the following scales: External: Support; Empowerment; Boundaries and Expectations; Constructive Use of Time. Internal: Commitment to Learning; Positive Values; Social Competencies; Positive Identity

# SOCIAL AND EMOTIONAL OUTCOMES INVENTORY

OUTCOMES	INDICATORS	SUB-INDICATORS
<b>C.</b> <b>Increased Leadership and Civic Engagement</b>	Increased ability and interest to lead others or activities	*Number of leadership positions held *Level of interest in providing leadership for groups *Ability to speak in public
	Increased awareness of issues that impact life and community	*Ability to recognize issues that impact life and community *Number of life and community issues one has been exposed to
	Increased action and engagement on specific issues affecting life and community	*Number of issue-based projects one has participated in *Level of interest in taking action regarding issues affecting life and community
<b>D.</b> <b>Improved Relationships</b>	Increased ability to work with others to accomplish goals	*Frequency of completing group projects and tasks *Level of willingness to perform different tasks and roles in groups *Ability to compromise *Ability to accept and consider others' perspectives and ideas
	Increased ability to work with diverse individuals and groups	*Ability to accept and consider others' perspectives and ideas *Ability to be equally respectful to all people
	More positive interaction with peers	*Level of comfort with peers *Ability to show respect to peers *Ability to productively work with peers in small and large group settings
	More positive interaction with adults	*Level of comfort with adults *Ability to show respect to adults
<b>E.</b> <b>Increase in Positive Behaviors</b>	Increased non-violent or peaceful responses to conflict	*Ability to articulate and understand peaceful conflict resolution *Number of non-violent responses to conflict *Number of violent responses to conflict *Change in number of violent responses to conflict
	Reduced or no incidence of illegal behavior	*Number of incidents of illegal behavior *Change in number of incidents of illegal behavior
	Reduced or no gang activity	*Number of incidents of gang activity *Change in number of incidents of gang activity

# SOCIAL AND EMOTIONAL MEASUREMENT TOOLS

OUTCOMES	MEASUREMENT TOOLS & SOURCE	BRIEF TOOL DESCRIPTION
<b>C.</b> Increased Leadership and Civic Engagement	PPV: Afterschool Pursuits: An Examination of Outcomes in the San Francisco Beacon Initiative, Walker & Arbretton, 2004 <b>SOURCE:</b> <a href="http://www.ppv.org">www.ppv.org</a>	Survey developed to evaluate San Francisco Beacon’s Initiative. Youth fill out survey with the following scales: School Effort; Self-Efficacy; Positive Reaction to Social Challenge; Passive Reaction to Social Challenge; Leadership/Leadership in Activity; Non-Family Adult Support; Peer Support; Adult Support; Adult Support from Activity Leader; Challenging Activity; Interesting Activity; Decision-making in the activity; Safety; Belonging.
	Civic Responsibility Scale <b>SOURCE:</b> <a href="http://www.civicyouth.org/?page_id=357">www.civicyouth.org/?page_id=357</a>	Youth are asked how much they agree with the following statements: I try to be kind to other people; I apologize when I hurt someone’s feelings; I try to help when I see people in need; When I make a decision, I try to think about how other people will be affected; I want to help when I see someone having a problem
	Civic Efficacy Scale <b>SOURCE:</b> <a href="http://www.civicyouth.org/?page_id=357">www.civicyouth.org/?page_id=357</a>	Youth are asked how much they agree with the following statements: I participate in political or social causes to improve the community; I feel I have the power to make a difference in the community; I try to encourage others to participate in the community; I believe I have enough influence to impact community decisions
<b>D.</b> Improved Relationships	Youth Experiences Survey 2.0 <b>SOURCE:</b> <a href="http://www.web.aces.uiuc.edu/youthdev/yesinstrument.htm">www.web.aces.uiuc.edu/youthdev/yesinstrument.htm</a>	Designed for middle and high school youth that participate in out-of-school time activities; no cost for use; youth fill out scales that include: Identity Work; Initiative; Emotional Regulation; Teamwork & Social Skills; Positive Relationships; Adult Networks & Social Capital; Stress; Inappropriate Adult Behavior; Negative Influence; Social Exclusion; Negative Group Dynamics
	Promising After-School Programs Surveys: Social Skills with Peers Scale <b>SOURCE:</b> <a href="http://www.gse.uci.edu/docs/PASP_Descriptive_Report.pdf">www.gse.uci.edu/docs/PASP_Descriptive_Report.pdf</a>	Teacher and Program Staff fill out survey to assess students’ social skills.
<b>E.</b> Increase in Positive Behaviors	California Health Kids Survey: Module A (Core) & Modules C - F <b>SOURCE:</b> <a href="http://www.wested.org/~hks">www.wested.org/~hks</a>	Comprehensive youth health, risk and resiliency survey sponsored by the California Department of Education; cost of \$1.50 per survey; youth fill out scales that include: Caring Relationships; High Expectations; Opportunities for Meaningful Participation; Peer Group Cooperation and Communication; Empathy; Problem Solving; Self efficacy; Self Awareness; Goals and Aspirations

# ACADEMIC OUTCOMES INVENTORY

OUTCOMES	INDICATORS	SUB-INDICATORS
<b>A.</b> Engagement in Learning	Improved work and study skill habits	*Hours spent studying out of school per day or week *Ability to conduct research *Ability to work independently *Frequency of on-time homework completion
	Improved problem solving/critical thinking skills	*Ability to create complex solutions to problems *Amount of direction needed to complete tasks *Ability to use multiple strategies to complete a task
	Improved initiative/agent of one's own learning	*Level of school engagement *Level of willingness to pursue interests outside of school *Amount of reading done for pleasure *Level of involvement with setting program direction and suggesting activities
	Increased creativity and innovation	*Level of interest in pursuing creative activities *Ability to brainstorm *Capacity to complete complex assignments
<b>B.</b> Improved Engagement in School	Increased school attendance	*Number of full days one has attended school for year/month *Change in number of full days attended school over time
	Decreased school tardiness	*Number of tardies for year/month *Change in number of tardies over time
	Increased homework completion	*Frequency of on-time homework completion
	On-time promotion	*Time of grade promotion (e.g. on-time, summer, later) *Credits attained per year
<b>C.</b> Improved Academic Performance	Increased test scores	*In-class test scores *Standardized test scores
	Improved grades	*Grades
<b>D.</b> Aspires to Educational Excellence	Understands available high school choices	*Level of awareness of school choice process *Level of awareness of school options
	Intentional class selection	*Level of awareness of class choices *Number of advanced classes taken
	High school graduation	*High school completion *Time of graduation
	Enrollment in post-secondary education	*Status of enrollment in post-secondary education

# ACADEMIC MEASUREMENT TOOLS

OUTCOMES	MEASUREMENT TOOLS & SOURCE	BRIEF TOOL DESCRIPTION
<b>A.</b> Engagement in Learning	21st Century Community Learning Centers Teacher Survey <b>SOURCE:</b> <a href="http://www.learningpt.org">www.learningpt.org</a>	Learning Point Associates developed this tool to determine change in participants’ classroom behaviors over the course of a school year. Questions ask about on-time homework completion and class participation.
	Promising After-School Programs Surveys: Work Habits Scale <b>SOURCE:</b> <a href="http://www.gse.uci.edu/childcare/pdf/afterschool/WORK%20HABITS%20STUDENT%20REPORT%20documentation.pdf">www.gse.uci.edu/childcare/pdf/afterschool/WORK%20HABITS%20STUDENT%20REPORT%20documentation.pdf</a>	Completed by Teachers, Program Staff and Youth. Work Habits is an adaptation of Work Habits Scale on Mock Report Card.
	School Connection Scale <b>SOURCE:</b> <i>McNeely, Clea A., James M. Nonnemaker, and Robert W. Blum. 2002. “Promoting School Connectedness: Evidence From the National Longitudinal Study of Adolescent Health.” Journal of School Health 72(4):138-46.</i>	Used in the National Longitudinal Study of Adolescent Health. Scale measures how cared for students feel at school and how much they feel like they belong to their school community.
	Belonging (to after-school) Scale <b>SOURCE:</b> <i>Gambone, M. A., &amp; Arbreton, A. J. A. (1997). Safe Havens: The contributions of youth organizations to healthy adolescent development. Philadelphia, PA: Public/Private Ventures.</i>	The Belonging Scale is a modification of the original scale. It includes seven questions for youth to answer on a frequency scale.
<b>B.</b> Improved Engagement in School	Local Education Agency Data	Programs can partner with their local education agencies to garner information on grades, school behavior, etc.
	21st Century Community Learning Centers Teacher Survey <b>SOURCE:</b> <a href="http://www.learningpt.org">www.learningpt.org</a>	Learning Point Associates developed this tool to determine change in participants’ classroom behaviors over the course of a school year. Questions ask about on-time homework completion and class participation.
<b>C.</b> Improved Academic Performance	Local Education Agency Data	Programs can partner with their local education agencies to garner information on grades, school behavior, etc.
<b>D.</b> Aspires to Educational Excellence	Local Education Agency Data	Programs can partner with their local education agencies to garner information on grades, school behavior, etc.

# COLLEGE & WORK READINESS OUTCOMES

OUTCOMES	INDICATORS	SUB-INDICATORS
<b>A.</b> Prepared for Higher Education and Employment	Increased knowledge of college choices	*Level of awareness of college application process *Level of awareness of college options
	Increased awareness of and interest in careers and employment pathways	*Level of awareness of post-secondary options *Level of awareness of a variety of traditional and non-traditional jobs and their requirements *Number of jobs one has been exposed to
	Increased demonstration of job readiness skills	*Ability to perform professional/office tasks *Number of certifications and credentials earned (e.g. first aid) *Number of previous jobs and internships held *Ability to write a resume *Level of interview aptitude
	Increased digital and media literacy	*Level of awareness of types of media *Ability to use technology (e.g. various computer programs) *Level of understanding of the Internet/social media

# COLLEGE & WORK READINESS MEASUREMENT TOOLS

OUTCOMES	MEASUREMENT TOOLS & SOURCE	BRIEF TOOL DESCRIPTION
<p><b>A.</b> Prepared for Higher Education and Employment</p>	<p>PSA After-School: Opportunities to Grow Scale  <b>SOURCE:</b> <a href="http://www.policystudies.com/studies/youth/TASC%20Summary%20Report%20Final.pdf">www.policystudies.com/studies/youth/TASC%20Summary%20Report%20Final.pdf</a></p>	<p>Used in connection with Policy Studies Associates evaluation of The After-School Corporation. Questions include:</p> <ul style="list-style-type: none"> <li>The after-school program has helped me to:</li> <li>Learn skills that will help me be a leader.</li> <li>Learn skills that will help me to get a job.</li> <li>Learn skills that will help me to do better in school.</li> <li>Learn skills that will help me be successful in life.</li> <li>Think more about my future.</li> <li>Learn about how to get into college.</li> <li>Learn to work together with other students.</li> <li>Learn how to avoid getting into fights.</li> <li>Learn about different jobs or careers.</li> </ul>
	<p>NELS: Future Aspirations Scale  <b>SOURCE:</b> <a href="http://nces.ed.gov/surveys/els2002/questionnaires.asp">http://nces.ed.gov/surveys/els2002/questionnaires.asp</a></p>	<p>Scales are drawn from the National Educational Longitudinal Survey, Future Aspirations scale. Questions include:</p> <ul style="list-style-type: none"> <li>Think about how you see your future. What are the chances that ...</li> <li>You will have graduated from high school?</li> <li>You will go to college?</li> <li>You will have a job that pays well?</li> <li>You will have a job that you enjoy doing?</li> <li>You will be respected in your community?</li> <li>Life will turn out better for you than it has for your parents?</li> <li>Your children will have a better life than you had?</li> </ul>

# HEALTH & WELLNESS OUTCOMES INVENTORY

OUTCOMES	INDICATORS	SUB-INDICATORS
<b>A.</b> Reduced Usage and Avoidance of Drug and Alcohol	Increased knowledge of negative effects of drug and alcohol	*Level of awareness of negative effects of drugs and alcohol
	Reduced or no usage of drugs and alcohol.	*Number of incidence of drug usage in a time period *Change in number of incidence of drug usage in a time period *Number of incidence of alcohol usage in a time period *Change in number of incidence of alcohol usage in a time period
<b>B.</b> Safe Sexual Health Practices	Increased knowledge of safe sexual health practices	*Level of awareness of abstinence *Level of awareness of contraception *Level of awareness of recommended health exams time
	Increased or continued application of safe sexual health practices	*Reported practice of abstinence *Reported use of safe sexual practices *Change in use of contraception over time *Number of health exams in a given time period *Change in number of health exams in a given time period
	Reduced or no incidence of STD's and unplanned teen pregnancies	*Number of reported STDs *Change in number of reported STDs *Number of unplanned pregnancies
<b>C.</b> Increased Knowledge of Nutrition	Increased knowledge of healthy food	*Level of awareness of nutrition and healthy food options
	Increased demonstration of healthy food choices	*Frequency of selection of healthy snack options *Reported level of overall selection of healthy food options
<b>D.</b> Increased Knowledge of General Health Practice	Increased physical activity and fitness practices	*Hours spent being physically active per week *Hours spent engaging in sports and fitness activities per week *Level of knowledge of fitness (e.g. recommended amount of time needed for physical activity per day) *Use of active vs. passive modes of transportation (e.g. walking or biking vs. bus) *Body mass index
	Increased or continued demonstration of managing one's own health and hygiene	*Reported application of good dental practices *Frequency of hand-washing *Number of dentist visits in a given time period *Number of physical health/doctor visits in a given time period *Frequency of complications from pre-existing conditions (e.g. asthma attacks)

# HEALTH & WELLNESS OUTCOMES INVENTORY

OUTCOMES	MEASUREMENT TOOLS & SOURCE	BRIEF TOOL DESCRIPTION
<b>A.</b> Reduced Usage and Avoidance of Drugs and Alcohol	Pediatric Symptoms Checklist <b>SOURCE:</b> <a href="http://www2.massgeneral.org/allpsych/psc/psc_forms.htm">http://www2.massgeneral.org/allpsych/psc/psc_forms.htm</a>	The PSC and the Y-PSC are 35 item psychosocial screening instruments to facilitate the recognition of emotional, behavioral and cognitive difficulties in youth aged 4-16 years. Parents and youth complete a one page questionnaire that is nearly identical and includes a broad range of children’s emotional and behavioral problems. Cut off scores that correspond to clinical ranges have been derived. Positive scores on the PSC or the Y-PSC indicate that further evaluation by a qualified health or mental health professional is recommended. The instrument is free and can be downloaded from the website.
	CRAFFT <b>SOURCE:</b> <a href="http://www.ceasar-boston.org/clinicians/crafft.php">http://www.ceasar-boston.org/clinicians/crafft.php</a>	Developed at the Center for Adolescent Substance Abuse Research, Children’s Hospital, Boston, the CRAFFT is a very brief, self-administered screening test for adolescents to determine whether alcohol or drug problems exist. Consists of 6 yes/no questions that address alcohol and drug related issues such as whether the informant has ever gotten into trouble (the “T” in CRAFFT) while using alcohol or drugs. A score of 2 or higher out of a possible 6, is optimal to identify youth who may have alcohol or drug problems. Permission for use is required, but there is no fee to use the instrument.
	Youth Risk Behavior Survey <b>SOURCE:</b> <a href="http://www.cdc.gov/HealthyYouth/yrbs/pdf/yrbs_conducting_your_own.pdf">www.cdc.gov/HealthyYouth/yrbs/pdf/yrbs_conducting_your_own.pdf</a>	Developed by the National Center for Chronic Disease Prevention and Health Promotion to monitor health-risk behaviors. The survey measures six categories of health-risk behaviors among youth: behaviors that contribute to unintentional injuries and violence; tobacco use, alcohol and other drug use; sexual behaviors that contribute to unintended pregnancy and sexually transmitted diseases, including HIV infection; unhealthy dietary behaviors; and physical inactivity, plus obesity and asthma.
<b>B.</b> Safe Sexual Health Practices	Youth Risk Behavior Survey <b>SOURCE:</b> <a href="http://www.cdc.gov/HealthyYouth/yrbs/pdf/yrbs_conducting_your_own.pdf">www.cdc.gov/HealthyYouth/yrbs/pdf/yrbs_conducting_your_own.pdf</a>	SEE ABOVE
<b>C.</b> Increased Knowledge of Nutrition	Dining Decisions <b>SOURCE:</b> <a href="http://www.bam.gov/sub_foodnutrition/diningdecisions.html">http://www.bam.gov/sub_foodnutrition/diningdecisions.html</a>	Online assessment of healthy food choices. Developed as part of youth website BAM! (Body and Mind) for the Centers for Disease Control and Prevention, Dept. of Health and Human Services
<b>D.</b> Increased Knowledge of General Health Practice	Active Lifestyle Activity Log <b>SOURCE:</b> <a href="http://www.presidentschallenge.org/tools-resources/docs/PALA_log.pdf">http://www.presidentschallenge.org/tools-resources/docs/PALA_log.pdf</a>	Template for record physical activity and track progress for 60 minutes a day/ 5 days a week for six weeks. Developed as part of activities and information for national Let’s Move! initiative.

## ABOUT PASE

The Partnership for After School Education (PASE) is a child-focused organization that promotes and supports quality afterschool programs, particularly those serving young people from underserved communities. An innovative pioneer in the development and advancement of the afterschool field, PASE was formed in 1993 to professionalize afterschool services so that providers could deliver consistent, high-quality programming to youth and increase their capacity to meet the needs of their communities. PASE is committed to providing the more than 1,600 organizations in its network with the support they need to provide the 500,000 young people in New York City's afterschool programs with the high-quality services they deserve.

To accomplish its goals, PASE builds the capacity of afterschool agencies through expert training and management support designed to increase program effectiveness and efficiency; convenes diverse groups of stakeholders to develop consensus on priorities and best practices; advocates for the needs of frontline staff by reaching out to policy makers, funders and the public; and serves as a thought leader and innovator within the afterschool field.

PASE's mission and practices have remained consistent for nearly two decades while its programmatic focus has remained responsive to the evolving needs of an evolving field. PASE's primary program areas currently include initiatives designed to assist agencies in identifying and measuring youth outcomes appropriate to their specific programs; to strengthen small agencies; to expand agencies' capacity to provide high-quality summer programming; to provide agencies with the tools they need to expand their college preparation and guidance services; to prepare agency staff to provide robust emotional and mental health support to the youth they serve; and to identify and provide professional development to support current and emerging leadership in the afterschool field.

For more information about PASE, please visit [www.pasesetter.org](http://www.pasesetter.org)

## PASE BOARD OF DIRECTORS

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**Tanya Wilkins Williams, M.D.**: Pediatric Doctor and  
*Community Resident*

**Wanda Wooten**: Executive Director, *Stanley Isaacs  
Neighborhood Center*

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**Marcia L. Smith**, Fiscal & Administrative Director

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Director of Regional and National Programs

**Ellen O'Connell**,  
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**Janet Gumbs**, Controller

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**Chris Seamens**, Program Coordinator

**David Chernicoff**, Development Associate

**Rose Ortiz**, Office Manager

**Robert Amar**, Technology Assistant

**Christina Antonakos-Wallace**, Designer



# PASE Afterschool Youth Outcomes Inventory Committee

PASE extends its sincere gratitude to the members of the Afterschool Youth Outcomes Inventory Committee whose intellect, discipline, flexibility, and humor brought this document to life.

Wida Amir

*Director Center-Based Programs  
South Asian Youth Action (SAYA!)*

Gihani Isaacs

*Evaluation & Assessment Manager  
Groundwork Inc.*

Steven Glogocheski

*Director of Program Evaluation  
Jacob Riis Neighborhood Settlement*

Dawn Nolan

*Senior Vice President, Program & Administration  
Girl Scout Council of Greater New York*

Anne-Marie Hoxie

*Director of Research  
Center for After-School Excellence at TASC*

Jennifer Siaca

*Project Manager  
New York State Afterschool Network (NYSAN)*

Rachel Cytron, Chair

*Associate Executive Director  
Harlem RBI*

Ellen O'Connell

*Associate Director of Regional & National Programs  
Partnership for After School Education (PASE)*



**PARTNERSHIP FOR AFTER SCHOOL EDUCATION**

[www.pasesetter.org](http://www.pasesetter.org) | 120 Broadway suite 230, New York, NY 10271 | 212.571.2664



# Oregon

Kate Brown, Governor

Oregon Youth Authority  
MacLaren Youth Correctional Facility  
2630 N. Pacific Highway  
Woodburn, OR 97071-9165  
Voice: 503-981-9531  
Fax: 503-982-4433  
[www.oregon.gov/OYA](http://www.oregon.gov/OYA)



Dear MHCRC Grant Review Committee,

This letter is to express my support for the Keys, Beats, Bars (KBB) program. I work for Oregon Youth Authority (OYA) with the Office of Inclusion and Intercultural Relations; We are the leaders, educators and advocators in providing culturally responsive services. We coordinate opportunities for our youth's positive human development and transition out of OYA facilities. Key, Beats, Bars and its previous overarching curriculum Global Perspectives, has been an exemplary model of successful program offerings at the MacLaren Youth Correctional Facility for over four years. I have acted as the onsite staff lead and co-facilitator for the programs, working side by side with program founder, Adam Carpinelli from the Northwest Alliance for Alternative Media and Education (NAAME). Adam and his team from NAAME have shown consistency in thoughtful programming that has been offered to hundreds of youth in OYA custody and KBB is the only music program available to youth at the facility.

My team and I hope to lend further support by connecting community resources and partners that we have in Multnomah County such as one of our OIIR team members Johnny Demus. Mr. Demus is a Youth Services Coordinator, working out of Donald E. Long in Portland and has assisted in coordinating related multicultural music programming. NAAME has many impressive other community partnerships and a solid plan for expanding programming for justice involved and underserved youth in Multnomah County. Please feel free to contact me any time for any further information.

Sincerely,

Sir Roderick Edwards  
Multi-Cultural Services Coordinator - Oregon Youth Authority  
971-283-5301

## The Youth Experiences Survey (YES) 2.0

**Instructions:** Based on your current or recent involvement please rate whether you have had the following experiences in [name of activity]

Your Experiences In.....			
[Activity]			
Yes, Definitely	Quite a Bit	A Little	Not At All

### IDENTITY EXPERIENCES

Identity Exploration					
1.	Tried doing new things	1	2	3	4
2.	Tried a new way of acting around people	1	2	3	4
3.	I do things here I don't get to do anywhere else	1	2	3	4

Identity Reflection					
4.	Started thinking more about my future because of this activity	1	2	3	4
5.	This activity got me thinking about who I am	1	2	3	4
6.	This activity has been a positive turning point in my life	1	2	3	4

### INITIATIVE EXPERIENCES

Goal Setting					
7.	I set goals for myself in this activity	1	2	3	4
8.	Learned to find ways to achieve my goals	1	2	3	4
9.	Learned to consider possible obstacles when making plans	1	2	3	4

Effort					
10.	I put all my energy into this activity	1	2	3	4
11.	Learned to push myself	1	2	3	4
12.	Learned to focus my attention	1	2	3	4

Problem Solving					
13.	Observed how others solved problems and learned from them	1	2	3	4
14.	Learned about developing plans for solving a problem	1	2	3	4
15.	Used my imagination to solve a problem	1	2	3	4

Time Management					
16.	Learned about organizing time and not procrastinating (not putting things off)	1	2	3	4
17.	Learned about setting priorities	1	2	3	4
18.	Practiced self discipline	1	2	3	4

## BASIC SKILL

<b>Emotional Regulation</b>					
19.	Learned about controlling my temper	1	2	3	4
20.	Became better at dealing with fear and anxiety	1	2	3	4
21.	Became better at handling stress	1	2	3	4
22.	Learned that my emotions affect how I perform	1	2	3	4
<b>Cognitive Skills</b>					
<b>In this activity I have improved:</b>					
		1	2	3	4
23.	Academic skills (reading, writing, math, etc.)	1	2	3	4
24.	Skills for finding information	1	2	3	4
25.	Computer/internet skills	1	2	3	4
26.	Artistic/creative skills	1	2	3	4
27.	Communication skills	1	2	3	4
<b>Physical Skills</b>					
28.	Athletic or physical skills	1	2	3	4

## INTERPERSONAL RELATIONSHIPS

<b>Diverse Peer Relationships</b>					
29.	Made friends with someone of the opposite gender	1	2	3	4
30.	Learned I had a lot in common with people from different backgrounds	1	2	3	4
31.	Got to know someone from a different ethnic group	1	2	3	4
32.	Made friends with someone from a different social class (someone richer or poorer)	1	2	3	4
<b>Prosocial Norms</b>					
33.	Learned about helping others	1	2	3	4
34.	I was able to change my school or community for the better	1	2	3	4
35.	Learned to stand up for something I believed was morally right	1	2	3	4
36.	We discussed morals and values	1	2	3	4

## TEAM WORK AND SOCIAL SKILLS

<b>Group Process Skills</b>					
37.	Learned that working together requires some compromising	1	2	3	4
38.	Became better at sharing responsibility	1	2	3	4
39.	Learned to be patient with other group members	1	2	3	4
40.	Learned how my emotions and attitude affect others in the group	1	2	3	4
41.	Learned that it is not necessary to like people in order to work with them	1	2	3	4
<b>Feedback</b>					
42.	I became better at giving feedback	1	2	3	4
43.	I became better at taking feedback	1	2	3	4
<b>Leadership and Responsibility</b>					
44.	Learned about the challenges of being a leader	1	2	3	4
45.	Others in this activity counted on me	1	2	3	4
46.	Had an opportunity to be in charge of a group of peers	1	2	3	4

## ADULT NETWORKS AND SOCIAL CAPITAL

<b>Integration with Family</b>					
47.	This activity improved my relationship with my parents/guardians	1	2	3	4
48.	I had good conversations with my parents/guardians because of this activity	1	2	3	4

<b>Linkages to Community</b>					
49.	Got to know people in the community	1	2	3	4
50.	Came to feel more supported by the community	1	2	3	4

<b>Linkages to Work and College</b>					
51.	This activity opened up job or career opportunities for me	1	2	3	4
52.	This activity helped prepare me for college	1	2	3	4
53.	This activity increased my desire to stay in school	1	2	3	4

## NEGATIVE EXPERIENCES

<b>Stress</b>					
54.	Demands were so great that I didn't get homework done (skip this item if your Target Activity is a class)	1	2	3	4
55.	This activity interfered with doing things with family	1	2	3	4
56.	This activity has stressed me out	1	2	3	4

<b>Negative Peer Influences</b>					
57.	Felt pressured by peers to do something I didn't want to do	1	2	3	4
58.	I did something in this activity that was morally wrong	1	2	3	4
59.	I was ridiculed by peers for something I did in this activity	1	2	3	4
60.	Youth in this activity got me into drinking alcohol or using drugs	1	2	3	4

<b>Social Exclusion</b>					
61.	Felt like I didn't belong in this activity	1	2	3	4
62.	I felt left out	1	2	3	4
63.	There were cliques in this activity	1	2	3	4

<b>Negative Group Dynamics</b>					
64.	I get stuck doing more than my fair share	1	2	3	4
65.	Other youth in this activity made inappropriate sexual comments, jokes, or gestures	1	2	3	4
66.	Was discriminated against because of my gender, race, ethnicity, disability, or sexual orientation	1	2	3	4

<i>Note: The following set of items (67-70) will not be asked if there is no adult or young adult, coach, director, teacher, or leader.</i>				
---------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	--

<b>Inappropriate Adult Behavior</b>					
67.	Adult leaders in this activity are controlling and manipulative	1	2	3	4
68.	Adult leaders "hit" on me (made sexual advances)	1	2	3	4
69.	Adult leaders made inappropriate sexual comments or jokes	1	2	3	4
70.	Adult leaders encouraged me to do something I believed morally wrong	1	2	3	4

# Keys, Beats, Bars Curriculum

Fall 2019 & Winter 2020 Curriculum

Mondays & Thursdays 2:00 p.m.-4:00 p.m.

Instructor: Talilo Marfil

Primary Contact/Facilitator: Adam Carpinelli/503.896.7983/keysbeatsbars@gmail.com

## Objectives & Highlights

Keys, Beats, Bars are Multicultural Educational Group Support Sessions (MEGSS); designed to offer culturally responsive youth music programming that touches upon music production, composition, business and cultural music studies. The program provides a variety of holistic music sessions rooted in culturally responsive techniques and focus on different learning styles among youth of all ages. Sessions are designed for self realization and reflection by developing a strong sense of purpose in society focusing on heritage and current events. Youth will develop an increased appreciation for personal and interpersonal culture, language and history.

Objectives are: 1) Create a safe space for self discovery and personal reflection by cultivating value for self and the environment. 2) Foster critical thinking skills about self/identity and ones role in society. 3) Become familiar with intersecting systems of oppression and how such systems affect daily life.

Highlights of the project include:

- \* Group cooperation & team building
- \* Basic music and rhythmic skills
- \* Connections with the community focusing on pro-social, life and critical thinking skills and conflict resolution through music.
- \* A safe and creative environment for personal, artistic and musico-cultural expression

## Outline

### **Week One: Getting to Know Each Other & Expectations**

Session One- Introductions, community agreements and pre-evaluation

Session Two- Introduction to hip hop: structure and bar count

Homework Assignment- TBA

### **Week Two: Learning About Different Performance Styles**

Session One- Performance techniques/ what are we doing?

Session Two- Create, create, create! (free form lab time to work on writing, art and anything creative)

Homework Assignment- TBA

### **Week Three: Thinking & Writing**

Session One- Rough draft and practice

Session Two- final draft and record

Homework Assignment- TBA

### **Week Four: Pre & Post Production 101**

Session One- Recording and mixing

Session Two- Mixing & documentary

Homework assignment- TBA

## Keys, Beats, Bars Curriculum

### **Week Five: Industry 101**

Session One- Music business/ music video idea

Session Two- music video planning and mid-evaluation

Homework assignment - TBA

### **Week Six: Filming**

Session One- filming

Session two- filming

Homework assignment- TBA

### **Week Seven: Video Editing I**

Session One- editing

Session Two- editing

Homework Assignment- TBA

### **Week Eight: Video Editing II**

Session One- editing

Session Two- editing

Homework Assignment- TBA

### **Week Nine: Music video/ filming**

Session One- Editing

Session Two- Practice

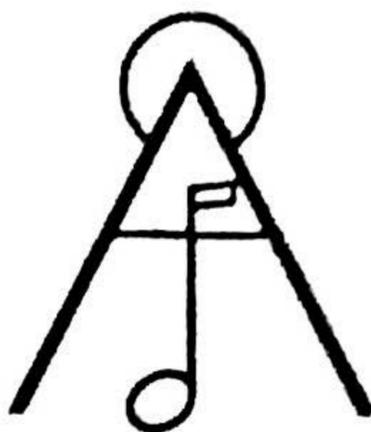
Homework Assignment- TBA

### **Week Ten: Final Projects**

Session One- Group discussion & reflection on final projects

Session Two- Wrap ups on what we learned & evaluation

Performance/Community Event- TBA



DATE Thursday, October 10th 2019  
TO Mt Hood Cable Regulatory Commission Community Technology Grant  
RE Keys, Beats, Bars Programming with Ascending Flow Youth

Dear MHCRC Grant Committee,

Ascending Flow Youth Organization (AF) is excited about Keys, Beats, Bars (KBB) programming in conjunction with the Northwest Alliance for Alternative Media and Education. The program will start in Fall 2019 extending into 2020 and beyond here in Multnomah County for our youth in DHS custody. We started AF in Klamath Falls Oregon and since have started programming in Portland.

Our youth have very few creative outlets and we are confident that this program will also enrich their social and life skills development. This kind of culturally responsive and arts integrated programming is exactly what our youth need to help them be successful. Our youth are looking forward to this programming and we plan on having weekly programming for ten week series for a few hours a week with 7-10 of our youth ages 18-21 per session.

In order to implement this programming, AF is contributing staff capacity, space for storage as well as conference type meeting rooms for the programming that have some limited AV equipment. We are currently in development of building a studio that should be complete some time in 2020 and plan to have that as a major site for future KBB programming. We also hope to provide financial support to KBB in the future to help pay for instructors and guest presenters. Please feel free to contact me for any further information and thank you for your attention.

Sincerely,

A handwritten signature in black ink, appearing to be the name 'Talilo Marfil'.

Talilo Marfil  
Program Supervisor  
Ascending Flow Youth Organization  
(971)-280-4315  
ascendingflow541@gmail.com



MEMORANDUM:

TO: Mt. Hood Cable Regulatory  
Commission  
FROM: Lisa Fay, Right 2 Survive  
DATE: Wednesday, August 7th 2019  
SUBJECT: Letter of Support for Keys, Beats, Bars

Dear MHCRC Technology Grant Review Committee,

Right 2 Survive has been a community partner with the Northwest Alliance for Alternative Media & Education for over five years. We continue to figure out creative ways our organizations can collaborate and Keys, Beats, Bars is an excellent example. As Right 2 Survive has continued to involve and engage unhoused youth we have been excited to help coordinate several Keys, Beats, Bars events in the last two years. One of those was a recent fundraiser at Lagunitas to help procure a budget for instructors and staffing. We will continue to aid local events, workshop series and fundraisers related to Keys, Beats, Bars with our staff support as well as including the project in our operating budget to help pay for instructors and visiting guest artists. Feel free to contact me with any other questions or concerns.

Sincerely yours,

A handwritten signature in black ink that reads "Lisa Fay". The signature is written in a cursive, flowing style.

Lisa Fay  
Board Chair Person-Right 2 Survive  
503.995.7143

**SISTERS  
OF THE  
ROAD**



133 NW Sixth Avenue, Portland, Oregon 97209  
Main: 503.222.5694 | fax: 503.222.3028  
[www.sistersoftheroad.org](http://www.sistersoftheroad.org)

August 8, 2019

Dear MHCRC Grant Review Committee,

I'm writing to you to express our support for the Keys, Beats, Bars (KBB) program. Sisters of the Road has helped coordinate and host several KBB related events in 2018 and we plan to continue our support for their programming for years to come. Keys, Beats, Bars is always welcome to use our space for related programming, and we offer our community space for free to the project as an in-kind donation because their programs are an asset to our community.

By empowering our youth who are experiencing houselessness, as well as other underserved youth in Portland, KBB provides an essential program that aligns with the work Sisters of the Road has been doing for 40 years! I hope that KBB can continue to make good use of our space and we look forward to future programming and the development of this important project as part of our continuing partnership.

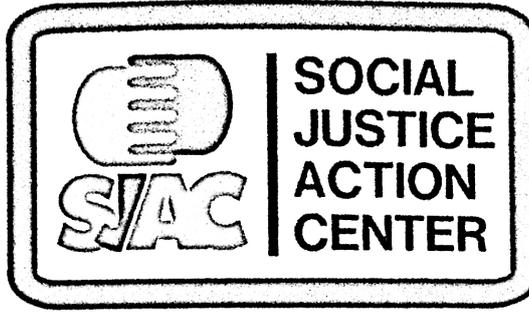
It is my sincere hope that you will also see the value in the work that Keys, Beats, Bars is doing, and that you will provide them with the support they need to continue fulfilling their mission.

Please feel free to contact me if you have any questions, or need further information.

Warmly,

A handwritten signature in black ink, appearing to read 'Danielle Klock'.

Danielle Klock  
Executive Director  
Sisters of the Road



TO: Mt. Hood Cable Regulatory Commission  
FROM: Lielah Leighton, Social Justice Action Center  
DATE: Thursday, August 8th 2019

Dear MHCRC Technology Grant Review Committee,

The Social Justice Action Center (SJAC) is very excited to continue our commitment to helping underserved youth with programs such as Keys, Beats, Bars. Over the last few years SJAC has been able to provide space for Keys, Beats, Bars programming and events. We are located in the Buckman neighborhood and provide affordable and free space to community groups working on multicultural, audio and video youth projects including several other community partners such as Right 2 Survive, Outside the Frame and Cypher CURE. SJAC has storage space and event space for Keys, Beats, Bars programming in our community meeting room. We offer the space as an in kind donation for the next two years of Keys, Beats, Bars programming that equals over \$11,000.00. Kindly let know if you would like any more information and thank you for your attention.

Sincerely,

Lielah L  
Board Member- Social Justice Action Center  
[socialjusticeactioncenter@gmail.com](mailto:socialjusticeactioncenter@gmail.com)  
[www.sjacpdx.org](http://www.sjacpdx.org)



# Youth Progress

Opportunity Lives Here

To Whom It May Concern, 8/7/19

I am pleased to write this letter on for the **Keys, Beats, Bars: Youth Music Program**. We are eagerly anticipating working with them during the 2018-2019 school year. Music can be a very powerful tool for youth self expression. Too often youth are only offered writing and speaking in school as ways to communicate and express who they are to their peers and the rest of the world. Music offers an opportunity to those youth who do not fit into the "traditional mold" an opportunity to shine. The Youth Progress Learning Center is an alternative school/ day treatment program that provides education, mentoring, case management, and therapeutic services to DHS youth. This is the kind of partnership/ programming our clients need to be able to thrive during a very difficult time in their lives. If we are given the opportunity to partner Youth Progress can offer space, staff, and traditional supplies offered by school sites for programming. In addition we can offer some financial support to Keys, Beats and Bars as a program partner. These types are opportunities typically go to youth who have the resources to afford music lessons and access to specialized technology. We are hoping to even the playing field and offer this type of programming to the clients at Youth Progress. Please let me know if you have any additional questions.

Regards,

Michael Navarro

Principal

Youth Progress Learning Center

Mnavarro@youthprogress.org

971-706-7233

## 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: October 21, 2019

“Launch the 2020 Community Technology Grant Cycle”

**Recommendation**

Staff recommends that the Commission allocate \$800,000 for Community Technology grants in the FY2019-20 competitive process; amend eligible applicants to include Kx12 educational institutions for video production projects; and establish a Pre-Application deadline of December 12, 2019.

**Background**

Annually the Commission allocates funds and establishes an application deadline for the Community Technology Grant cycle.

Since the inception of the TechSmart Initiative, competitive grant eligible applicants were limited to non-profit organizations, government agencies and community colleges and public universities serving Multnomah County residents. Kx12 educational institutions were not eligible to apply because these organizations were the focus of the TechSmart Initiative. Due to continued interest from Kx12 schools seeking to develop and expand multimedia video programs and their partnerships with Open Signal and MetroEast Community Media, staff recommends the Commission amend eligible applicants to include Kx12 educational institutions for video production projects.

**2020 competitive process summary:**

- Organizations apply through an online Pre-Application process by December 12.
- At its January 2020 meeting, the MHCRC decides which Pre-Applications it would like staff to pursue within the approximate \$800,000 available for funding.
- Staff works with each chosen organization to finalize a full application and grant contract.
- The MHCRC approves final contracts at a future MHCRC meeting.

Submitted by: Rebecca Gibbons  
October 9, 2019

**INFORMATION ONLY**

## **MEDIA POLICY UPDATE**

October 15, 2019

### **FCC ORDER ON IN-KIND AND MIXED-USE**

The FCC Order allows cable operators to reduce franchise fees by the fair market value of non-monetary benefits identified in the cable franchise. The Order introduces ambiguity in the franchise process that may result in litigation, and it allows a cable operator to use the public rights-of-way (ROW) for non-cable related lines of business without paying rent for access to the ROW.

Aug. 26, 2019: The FCC Order on In-Kind and Mixed-Use was published in the Federal Register and would take effect 30 days later.

Sept. 9: The MHCRC approved participation in a legal coalition led by the National Association of Telecommunications Officers and Advisers (NATOA) and legal counsel from Best Best & Krieger (BB&K).

Sept. 10: An email with information on the legal coalition, MHCRC's participation on behalf of the jurisdictions, and an invitation to participate directly was shared with all jurisdictions. The cities of Fairview and Portland have joined.

Sept. 19: Appeal was filed in the 9<sup>th</sup> Circuit on behalf of the MHCRC, City of Portland, and other cities in our region (including: Kirkland, WA; Los Angeles, CA; Sacramento Metropolitan Cable Television Commission [SMCTC]).

Sept. 26: FCC Order became effective.

Oct. 7: Motion to Stay filed with the FCC asking that they delay the effective date of the Order until the appeals have been resolved. The motion requests that the FCC rule on the motion by October 28, however there is no deadline by which the FCC must act.

Oct. 9: MHCRC staff began developing an education plan to ensure community media centers and grantees understand the possible impacts of the FCC Order, and the resources available to them so that they can implement advocacy plans. MHCRC staff will schedule meetings with Open Signal and MetroEast staff to share educational information and answer questions.

Oct. 10: MHCRC staff begin documenting an inventory of benefits, and an implementation strategy in preparation for cable operator requests to modify.

Oct. 15: As of October 15 MHCRC staff have not received any requests to modify from cable operators.

Oct. 28: Deadline for appeals to be filed.

## **NET NEUTRALITY DECISION**

In 2018 the FCC adopted the Restoring Internet Freedom Order that took effect on June 11, 2018. The Order dismantled Obama era protections that identified Internet Service Providers (ISPs) as *Telecommunications Providers* which provided the FCC with regulatory oversight and the ability to ensure the principles of an open internet were maintained at the federal level.

The Trump FCC changed the ISP identification to *Information Service* which removed FCC regulatory oversight. In addition to this the FCC preempted states and local governments from establishing regulatory measures at the local level resulting in no regulation of the services to protect consumers and ensure equitable business practices.

Mozilla appealed the Order and a decision in that case was published October 1, 2019. The DC District Court of Appeals up-held the FCC's decision to identify ISPs as Information Services with no federal oversight. The Court also found that the FCC overstepped when preempting states and local governments from establishing net neutrality rules at the local level. This means states can establish net neutrality rules to protect their residents, and states like Washington, Oregon and California can enforce existing net neutrality laws that have been on hold during the court case. Likely, states will wait to enforce laws until all appeals of the case have been exhausted.

For more information on Oregon's net neutrality laws see this article: <https://bit.ly/2ozXmHO>

Prepared by Bea Coulter  
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## 2019 NATOA Conference Report

September 23 – 26, 2019

MHCRC staff members, Elisabeth Perez and Bea Coulter attended the National Association of Telecommunications Officers and Advisers (NATOA) annual conference in Tampa, Florida. Staff greatly appreciated the opportunity to attend the conference, which provided excellent informational sessions, as well as a chance to talk, learn and strategize with our colleagues from around the country.

Cable franchise conference topics included:

- Digital Inclusion: Affordable Broadband Connections
- Franchise Fees and ROW Management: What's Left After the FCC's New Rules
- Exploring Operating Models for PEG
- All Things Rights-Of-Way Roundtable – Q&A with the Experts
- Closed Roundtable on the Cable Franchise Order
- [Dr. Nicol Turner-Lee Keynote](#) (link to her keynote speech on inclusion and equity)

Following are some of the key take-aways from the conference:

- We were provided with expert guidance in preparation for anticipated requests for franchise modification, and we connected with a national network of our peers with whom we can share our experiences.
- There was a great deal of conversation around Digital Inclusion and the work cable providers, cities and LFAs are doing to make services available and affordable for our underserved communities.
- It's important for us to mobilize advocates, grantees and community media staff to start their own comment period regarding channel capacity for community media. The FCC may not open a formal comment period.
- There are important pieces of legislation in discussion at the federal level, and the FCC Orders are still rolling forward. Connecting with our elected officials and helping them to understand what is at stake for their constituents is crucial to maintaining PEG channel capacity, I-Net capacity, and other services that improve the lives of our residents.