

**Board Meeting Minutes
November 19, 2007**

A meeting of the MCT Board of Directors was held at 7548 Standish Place in Rockville, Maryland on Monday, November 19, 2007. The Board members in attendance were:

Toby Beach	Jim Klimaski
Michael Boblitt	Lee Klumpp
Diane Butts	Darryl Lesesne
Fernando Cruz-Villalba	Sharon Levine
Haig Ellian	Marian Merewitz
Steven Friedman	Nancy Saunders
Ginny Gong	Paul Silverman
Henry Hailstock	Jonathan Walker, Sr.
Merrill Hessel	Noreene Wells
Tom Hoopengardner	Francine Wyron
Marion Hayes Hull	

Call to Order

This meeting was called to order at 7:30 p.m.

Also in attendance were:

Richard Turner, MCT Executive Director
Laura Cooper, Director of Client Services
Debbie Billings, Director of Administration
John Kincaid, Auditor from Stoy, Malone & Company

Roll Call

The following board members issued proxies:

Dennis Courtney – proxy to Merrill Hessel
Paula Moore – proxy to Eugene Saunders
Lesley Anne Simmons – proxy to Eugene Saunders
Lee Klumpp – proxy to Eugene Saunders after his early departure
Haig Ellian – proxy to Paul Silverman after his early departure

Jim Klimaski moved and Haig Ellian seconded a motion to excuse those board members not in attendance. The motion passed - 14 in favor; 2 opposed.

Approval of October 15, 2007 Board Minutes

Darryl Lesesne moved and Francine Wyron seconded the motion to amend the third item under New Business, changing the seventh word from “moved” to “seconded”. The amendment was accepted unanimously.

Haig Ellian moved and Francine Wyron seconded a motion to accept the minutes with the one correction. The motion passed unanimously.

Audit Presentation

Lee Klumpp discussed the Financial Statement presented by the auditors, Stoy, Malone & Company.

The Audit committee has approved MCT’s financial statements and the committee moved that the board accept the financial statements. The motion passed – 15 in favor; 1 opposed.

Closed Session

Open Session

Francine Wyron, Board Secretary, read the minutes from the Executive Committee Meeting of November 19, 2007.

**MCT Board of Directors
Executive Committee
Meeting of November 19, 2007**

Call to order - 06:17 pm

Attendance

Gene Saunders, President
Marion Hayes Hull, First Vice-President
Francine Wyron, Secretary
Nancy Poole, Immediate Past President
Richard Turner, Executive Director

President's Report

- Board Meeting Schedule
There will be no December Board meeting called by the president.
Due to the Martin Luther King Holiday, the January Board meeting will be held on the second Monday in January, (January 14).
- County Council Meeting Status
No meeting request has been made. Richard expects that there may possibly be a request for a meeting in February.

Executive Director's Report

The Cavalier cable company has applied for a cable franchise in Montgomery County. Staff is monitoring to see how their franchise agreement will reflect the new FCC regulations and how it might affect the other franchises in the county. We expect that the agreement will be the same with regard to PEG channels.

Unfinished Business – None

New Business

Audit committee will present the audit report to the board at tonight's meeting.

Adjourn – 7:10

Executive Director's Report

- Class Fees Subsidization/Volunteer Incentive Recommendations
 - A written agreement to connect a reduction in class cost to making a commitment to volunteer.
 - Technical training class fee increase from \$10 to \$20.Steve Friedman moved to approve and Henry Hailstock seconded the Executive Director's class fee/subsidization and volunteer incentive recommendations as distributed to the board (Addendum I). The motion passed unanimously.
- The Monty Awards will be held on December 1st at MCT at 7 p.m.

Committee Reports

Bylaws Committee –

Defining membership – The chair, Merrill Hessel, distributed a summary of the board survey defining MCT membership. The committee recommends that there may be two classes of members – voting and nonvoting. A voting member must be a county resident who has requested membership and is willing to support MCT by paying a fee or by volunteering time to MCT or is resident board member or staff. Non-voting members are nonresidents that request membership and are willing to support MCT by paying a fee or by volunteering their time to MCT.

The chair, Merrill Hessel, polled the board to define voting members as county residents that either volunteer or pay a fee to MCT. Fourteen in favor; 5 opposed.

Additionally, the chair, polled the board to include voting members as county residents that request and/or pay for a program guide. Seventeen in favor; 6 opposed.

Public Access Policy Committee and the Strategic Planning Committee

The Chair, Marion Hayes Hull, discussed the meeting between the two committees. The committees met to define volunteers. The committees intend to come up with a statement defining the role of volunteers.

Budget & Finance Committee

The Chair moved that up to but no more than \$20,000 be approved for the over-time budget. The motion is funded by the salaries and wages line item in the budget and is time-bound to the current fiscal year. The motion passed. Twenty-one in favor.

Lee Klumpp offered a challenge to the board that for every dollar a board member donated to MCT he would match it up to \$1,000.

Strategic Planning Committee

The Chair, Eugene Saunders, commented that the committee is working on the role of volunteers with the Public Access Policy Committee. Also, the committee will address the overall use of MCT facilities.

Personnel Committee

Did not meet

Technology Committee

Did not meet

Volunteer Initiative Committee

The Volunteer Association has been established and has elected an executive committee. The Chair, Michael Boblitt, invited the Association to attend the January 2008 Board meeting. He also requested the board consider allowing the Association to use Classroom A or Studio A at MCT for their monthly meetings. The Association's next meeting will occur on December 4, 2007.

Promotion & Outreach Committee

The committee is considering a draft of a document to be introduced at a later date.

Logo & Trademark Policy Committee

Merrill Hessel spoke on behalf of the absent Chair, Dennis Courtney.

Old Business

- CPUG Agreement
Merrill Hessel moved and Tom Hoopengardner seconded a motion to accept the CPCUG agreement (Addendum II). The motion passed. Thirteen in favor; 1 opposed.

New Business

- MCT Logo Usage
A motion regarding MCT logos was made by Merrill Hessel. Francine Wyron made a moved to table the motion. The motion to table passed. Eight in favor; 6 opposed. (Addendum III)
- V-Me/Reading for the Blind/NASA TV
Tom Hoopengardner distributed a motion to the board and then moved with a second by Merrill Hessel to have V-Me and Reading for the Blind programming take precedence over NASA programming (Addendum IV). The motion passed. Eight in favor.

Adjourned - 10:59

Tom Hoopengardner moved and Marian Merewitz seconded a motion to adjourn.

Francine Wyron 1/28/2008
Secretary

Class Fee Subsidization and Volunteer Incentive Recommendations

Executive Summary

Class fee subsidization has had a positive impact by increasing the number of participants involved in training at Access Montgomery (AMTV) although that does not appear to have increased proportionally the number of participants volunteering. The number of individuals listed in the volunteer directory has increased but there are still many unfilled crew positions on productions.

Staff recommends adoption of a policy statement that those participants who commit to volunteering shall have the benefit of subsidized class fees for classes leading toward certification. Those individuals who do not commit to volunteering or to produce programming for the channels, shall pay the full unsubsidized class fee.

A two-stage approach of instituting incentives linking the fee for training to volunteering is proposed. Through the end of the fiscal year, the current subsidized fees would increase from \$10 to \$20 with a written agreement to volunteer. Regular fees would be instituted for those not willing to agree to volunteer. A subsequent second stage would, after review, impose more active incentives for volunteers to take advantage of the subsidized training fee.

Background

In order to promote and fill AMTV's technical classes and with the aim of substantially growing the technical volunteer pool, prices on most technical classes were reduced during FY07. That discount was also subsequently extended through CY07.

The discounts have indeed helped to ensure increased enrollment in the technical classes. There are growing and valid concerns and some significant anecdotal evidence that by offering these discounted technical classes, AMTV is creating a de facto subsidized training program for participants seeking low-cost training alternatives to more expensive courses offered at other institutions. In these cases, potential students have also been candid that their goal in taking the courses is professional advancement and that there is no intention of becoming part of the volunteer production community.

Additionally, training staff believe these discounted courses are attracting students who are lacking not only in commitment to completing the classes for which they have enrolled, but moreover, may not even show up for their class. An unintended result is that some students who may be more serious and committed in their intentions to learn TV production, are being left out because of limited enrollment spaces. 'Full' classes end up having available seats and fewer than the expected number of certifications result because of dropouts.

Challenges

Increased activity in marketing and outreach is succeeding in bringing in more people for classes at AMTV. Discounted classes have helped fill seats. The increased enrollment has

succeeded in raising awareness levels about public access TV, but that increased awareness and subsequent class enrollment has not necessarily translated into increased volunteer participation. There remains a significant question on whether classes should be available at subsidized prices for students who do not intend to volunteer at AMTV after certification.

Currently, there is no mechanism in place for linking certification to volunteerism with the exception of the internship program where interns are required as part of successful completion of the program to volunteer for 10 hours in some capacity on an access production.

Additionally, concerns have been expressed about training members of the community who do not intend to volunteer. Admittedly, some of these concerns, especially those expressed by staff, are linked to growing pressure to insure that as classes are full, a measureable increase in volunteerism in association with outreach efforts must also now be demonstrated.

Solutions

A two stage process is proposed to address not only concerns about subsidized training, but also concerns about encouraging continuing involvement after certification.

- 1) implementation of a volunteer incentive plan associated with any future class discounts;
- 2) recommendation to adopt a corporate policy that subsidized training, that results in certification, be for the purpose of advancing the creation of programming intended for distribution through AMTV. Additionally the policy should require full payment for any participant interested in taking the training for any other reason, such as career advancement or college preparation.

Proposal

Stage 1 Implement passive incentives

For the remainder of FY09, maintain a high level of subsidization for the field and studio technical classes, but not including the stand alone advanced Final Cut Pro classes. Increase the class amount from \$10 to \$20 to increase the perceived value and commitment to reduce the dropout rate. Require a written agreement that in exchange for receiving the subsidy, the participant agrees to volunteer a fixed number of hours on productions. Those who become certified and subsequently volunteer, will receive a "volunteer t-shirt" branding Access Montgomery and volunteering. The volunteer hours must be completed as a prerequisite for enrollment in any subsequent classes..

Stage 2 – Implement active incentives

In FY09, after an assessment if enrollment, dropout and volunteer rates demonstrates continued problems, staff will institute an advance payment system with rebates for volunteering after the classes. The full fee will be collected upon enrollment and then

when the participant completes the required amount of volunteering a rebate check in the amount of the subsidy would be issued to the volunteer. This approach has significantly more labor and financial tracking requirements that will also have to be considered.

Additional Supportive Implementations and Considerations

Technical training marketing materials should be redesigned to clearly emphasize volunteering and the benefits of volunteering, including class fee subsidies. This will begin the process of conceptually linking volunteering with the subsidy.

Reinforce the expectation of volunteering throughout the class experience including presentations by the Volunteer Association, and producers seeking crew, completion of the volunteer questionnaire in the first session of the technical training class and class exercises that demonstrate the importance of volunteering. The last session of the technical classes, as part of certification, will include a social mixer with producers.

In order to ease the move into volunteering, staff will begin assigning and scheduling newly certified students to producers who are willing to accept apprentices. Within existing budgetary constraints, Training Assistants and experienced “master” volunteers will be assigned to shadow when there are more than two apprentices assigned to a production.

New technical volunteers will be encouraged to keep track of their own hours in the event that producers do not routinely and accurately report volunteer participation on production data sheets. A technical volunteer form will still require a producer’s signature.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, is hereby made this 1st day of January, 2008, by and between Montgomery Community Television, Inc., ("MCT"), a not for profit corporation of the State of Maryland, and Capital PC User Group, Inc., ("CPCUG"), a not for profit corporation of the State of Maryland, 19209 Mt. Airev Road, Brookeville, MD 20833.

WHEREAS, CPCUG has the need for a physical space to establish and operate a computer training classroom in the Montgomery County area that will accommodate twelve computers, and

WHEREAS, CPCUG is interested in forming a partnership to extend its outreach and opportunities to its members and other residents within or convenient to a Montgomery County location, and

WHEREAS, MCT is interested in forming a partnership to extend its services to include basic and application specific computer training, and

WHEREAS, MCT has a classroom used primarily for training of video production and related multi-media, and

WHEREAS, MCT and the CPCUG are desirous of entering into an agreement that results in mutually beneficial outcomes.

NOW, THEREFORE, WITNESSETH that in consideration of the mutual promises and agreements herein contained, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Term. The term of the Agreement shall be from January 1, 2008 to June 30, 2008.
2. CPCUG will be responsible for all aspects of registration, confirmation, payments, scheduling and management of instructors and curriculum for classes identified as sponsored by CPCUG.
2. CPCUG will be responsible for providing, maintaining and insuring the necessary computing and network equipment.
3. Independent Status. Capital PC User Group, Inc. is an independent organization and is not an agent, subsidiary or employee of the MCT.
5. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. Any amounts due by either party through the date of cancellation will be paid within thirty (30) days of the cancellation date. Notwithstanding any provision in this Agreement, either party may immediately terminate this Agreement for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or

verification required to obtain payment under this Agreement; services performed in conflict with the terms and conditions of this Agreement; or an unfavorable report resulting from the State or Federal background investigation. The occurrence of any of these conditions shall constitute a material breach of this Agreement and MCT may terminate this Agreement with written notice to CPCUG effective immediately.

6. Compliance. Both parties shall comply with all Federal, State and County regulations and with all applicable laws pertaining to the payment and withholding of wages, worker's compensation, equal opportunity employment, and the subject matter and performance of the Agreement. CPCUG agrees to comply with the State law, which requires that all persons working with minors undergo a State and Federal background investigation. CPCUG and any Instructors provided by CPCUG shall contact appropriate police authorities for the background investigation and initiate said investigation prior to the start of class and at no expense to MCT.

7. Insurance. CPCUG will furnish a Certificate of Insurance verifying the existence of any insurance coverage required by MCT. The Certificate shall name MCT as an additional insured and require sixty (60) days advance notice in the event of modification or termination.

8. Non-Discrimination. CPCUG shall not discriminate against any employee or applicant because of age, sex, color, creed, disability, national origin or sexual orientation. If the Contractor is determined by a final order of an administrative agency or a court to be in violation with Federal, State, or County non-discrimination laws, this Agreement may be terminated or suspended in whole or in part by MCT, and the Contractor may be declared ineligible for any future contracts with MCT.

9. Indemnification CPCUG shall indemnify and save harmless MCT from any and against all legal actions, liability, claims, damages, costs and expenses of any kind which may be brought against MCT due to injury, loss, or damage to persons or property arising from CPCUG's negligent performance or failure to perform any of the obligations under this Agreement.

10. Assignment Prohibition. There are no transfer or assignment rights under this Agreement without the prior written consent of both parties.

11. Entire Agreement. This instrument contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.

12. Severability. If any provision of this Agreement is determined to be invalid or illegal by a court of law, it shall be severed from this Agreement and shall not affect the remainder of any other provision contained herein.

13. Conflict. In the event of a conflict between this Agreement and any attachments hereto, this Agreement shall control.

14. Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Maryland.

15. Waiver. The failure of MCT to enforce any part of this Agreement shall not be deemed as a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be on the day and year first written above.

ATTACHMENT ONE

The Scope of the agreement between "CPCUG", and MCT are set forth in general form below:

- 1.) CPCUG will provide instructors to teach computer classes at Montgomery Community Television Facilities. MCT will also provide instructors and specialized classes and using the CPCUG equipment as according to an agreed upon schedule. MCT may use the CPCUG equipment for training or paid classes as agreed during any hours when CPCUG classes are not scheduled.

- 3.) Each class will typically be three hours in duration, but classes may be repeated as required. Classes will be offered on a mutually agreed to schedule in the evening they are typically 6:30 to 9:30 pm and daytime as available. Availability of the classroom for CPCUG use will be provided by MCT 3 months in advance. The dates and times of the classes may be changed upon the mutual agreement of the MCT Executive Director, or his designee, and the CPCUG member in charge of training.

- 4.) CPCUG shall be responsible for the duplication or reproduction of written materials for their classes including but not limited to instructional guides, schedules.

- 5.) CPCUG shall provide all computer equipment. Any loss of or damage to equipment due to MCT negligence will be the responsibility of MCT. Any damage due to normal use, technical or support issues shall be the responsibility of the CPCUG. MCT shall not be responsible for damage as a result of electrical surges, strikes, burned-outs, etc. CPCUG shall be responsible for the maintenance and up-keep of all computer equipment, including computer upgrades of computer equipment and all related hardware and software.

- 6.) **CPCUG may cancel classes at any time up to two business days prior to the scheduled class. .**

- 7.) **Each organization will administer their respective classes and keep records of the fees collected and reimburse each other as agreed upon on a quarterly basis.**

- 9.) CPCUG may use the Internet; however, CPCUG must implement appropriate methods and procedures (such as blocks) to prohibit access to inappropriate and undesirable materials and websites.

- 10.) MCT agrees to setup and take down the equipment for the CPCUG and MCT classes one hour prior to the scheduled classes.

11.) MCT and CPCUG agrees to publish all scheduled classes at this training facility on their respective Internet Websites or by e-mail, and other publications.

Reading for the Blind versus NASA Television

Whereas, MCT intends to redistribute to viewers programming from V-Me, the Spanish language network, via Maryland Public Television, during the period from 1 am to 8 am;

Whereas, during that time period, NASA Television occupies Channel 21 and Washington Metropolitan Ear Reading for the Blind occupies Channel 19, requiring that one or the other be displaced to make way for V-Me;

Whereas, MCT's Bylaws require "programming to address unmet needs of such groups as language and cultural minorities; children and youth; *and the hearing and visually impaired*" [emphasis added];

Whereas, the only thing that MCT does at present to meet the needs of the hearing and visually impaired is to run Reading for the Blind;

Whereas, NASA Television is Federal Government programming promulgated by a national agency with millions of dollars available to promote its own self interest, while Reading for the Blind is promulgated by a nonprofit organization based in Montgomery County, with content generated by local volunteers;

Whereas, NASA Television is available 24/7 on the web;

Therefore be it resolved: that Metropolitan Washington Ear Reading for the Blind will take precedence over NASA Television on MCT's channels. That is, V-Me Spanish language programming will displace NASA Television, and Washington Metropolitan Ear Reading for the Blind will continue as at present.