

BY-LAWS
OF
THE OKLAHOMA CITY EDUCATIONAL TELEVISION CONSORTIUM
(Amended by Consortium 10-25-01)
(Approved by Consortium 09-20-01)
(Amended by Consortium 07-09-99)
(Approved by Consortium 05-29-97)
(Approved by the City Council 08-25-98)

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Section 1
NAME, PURPOSE, LOCATION AND EDUCATIONAL ACCESS

- 1.1 **Name.** The name of the non-profit consortium of educational authorities shall be the Oklahoma City (OKC) Educational Television Consortium (ETC) hereinafter referred to as OKC ETC.
- 1.2 **Purpose.** The Oklahoma City Educational Television Consortium will administer the educational access channel reserved by the cable television operator, Cox Communications Oklahoma City, Inc., hereinafter referred to as COX, pursuant to the rules established by the City of Oklahoma City, hereinafter referred to as CITY, and COX in Article VIII, Section 3 (a) and (b) of the franchise agreement.
- 1.3 **Location.** OKC ETC shall decide where the principal office will be located.
- 1.4 **Educational Access Rules.** The administration of the Educational Access channel, including the content of all programming not provided by COX, shall be the responsibility of the OKC ETC and is composed of a representative from each state accredited public and private school, technology center, college, and university, and one non-profit non-accredited educational institution representing all such institutions, in the geographic area covered by the franchise. OKC ETC will have policies and procedures that follow the Rules and Regulations adopted by CITY and COX pursuant to the franchise agreement Article VIII, Section 3 (b). The OKC ETC will have input into said rules and regulations between CITY and COX.

As provided in the franchise agreement Article VIII, Section 3 (a), in the absence of planned programming by OKC ETC, COX may program the channel with educational materials as provided for in the franchise agreement. Notification will be made to the OKC ETC 30 days in advance of COX programming.

COX may from time to time change the channel number of the educational access channel at COX's sole discretion.

OKC ETC and COX shall enter into a programming agreement setting forth the terms and conditions of COX's carriage of programming on the educational access channel.

If a dispute shall arise between the OKC ETC and COX, such dispute shall be resolved as provided in Section 11-52, Oklahoma City Municipal Code 1993. The City Manager shall decide the dispute. The Oklahoma City Council may accept, reject or modify the decision of the City Manager.

Section 2 MEMBERS

- 2.1 Membership.** The membership shall consist of the following categories:
- a. Full Membership.** Full Membership shall consist of a representative from each state accredited non-profit public and private school, technology center, college, and university residing in the geographic area of the franchise, that sign and file the Memorandum of Understanding (attached as Exhibit A) with the Recording Secretary who will then file the original with the City Clerk, retain one file stamped copy and return one file stamped copy to the entity. Accreditation status shall be as defined by applicable state and federal tax codes. Dues shall be assessed all members as approved by the voting membership.
 - b. Limited Membership.** Limited Membership shall be granted to all non-profit, non-accredited educational organizations residing in the geographic area of the franchise. Limited Member organizations shall be assessed dues as considered by the voting membership.
 - c. Non-Voting Membership.** COX and the CITY shall be non-voting members of OKC ETC.
 - d. Exclusions.** All for profit educational enterprises shall be specifically excluded from membership in OKC ETC.
 - e. Application for Membership.** An educational entity within the COX viewing area wishing to become a member of OKC ETC must submit an application to OKC ETC. Applications will be reviewed and accepted or denied by the OKC ETC membership, based on the educational entity meeting the membership criteria as stated in the by-laws.
- 2.2 Voting Delegate.** Each Full Member institution shall have one vote in OKC ETC. Limited Members shall exercise one vote as a group. The Limited Member voting delegate shall be elected by an annual vote of the Limited Members.
- 2.3 Resignation.** An entity may resign from the consortium by filing written notification from its authorized title on The Memorandum of Understanding with the Recording Secretary who will then file the original with the City Clerk, retain one file stamped copy and return one file stamped copy to the entity.
- 2.4 Officers.** OKC ETC will annually elect by the ballot the Chair and Chair-Elect from the full and limited membership. Notice of the annual election will be sent to the participating entities prior to the election. A majority of members will elect the officers.
- a. Chair.** The Chair shall be elected annually prior to July 1 by majority vote of all voting delegates. The Chair shall be the executive head of OKC ETC and shall preside over all meetings of the members.
 - b. Chair-Elect.** Chair-Elect shall be elected at the same time as the Chair with the intent to serve as Chair in the following year. The Chair-Elect shall preside in the absence of the Chair.

- c. **Recording Secretary.** The Recording Secretary shall be appointed by the Chair to keep a record of all meetings of OKC ETC and a complete list of the members. The Recording Secretary shall give all notices to the members in accordance with the by-laws.
 - d. **Treasurer.** The Treasurer will be the representative from institution assuming the responsibility as fiscal year agent for OKC ETC.
- 2.5 **Vacancies.** Should any office become vacant, the voting representative of the membership shall appoint a member to complete the remaining term of office. Should a vacancy occur in the office of Chair, the Chair-Elect assumes the duties of the Chair and serves the remaining term of his/her predecessor and his/her elected term.
- 2.6 **Call and Notice.** Notice of all meetings of the OKC ETC stating the date, time, place and agenda of the meeting shall be mailed at least seven (7) days before the meeting to each member. Interactive audio/video meetings are appropriate as needed. All meeting notices will be publicly posted at City Hall and faxed to the participating entity. Business and meetings shall be conducted in accordance with the Open Meeting and Open Records Acts.
- 2.7 **Special Meetings.** Special meetings may be requested by any member through the Chair.
- 2.8 **Quorum.** A quorum shall be a majority of voting delegates and shall be required to call a meeting to order. A majority of the quorum present at a meeting may decide any matter to be voted on unless otherwise required by law or these by-laws.
- 2.9 **Committees.** The Chair may appoint committees.

Section 3

AMENDMENT PROCEDURES

- 3.1 These by-laws may be adopted or amended at any meeting by a two-thirds vote of the voting delegates provided that the substance of the amendment is stated in the notice of the meeting and provided further that there shall have been two (2) separate readings, one for discussion and one for a vote, at two separate consecutive meetings.

Section 4

PARLIAMENTARY PROCEDURES

- 4.1 All meetings will be conducted in accordance with Robert's Rules of Order.