



Bylaws

(Amended by Consortium 12-03-09)

(Approved by Consortium 09-13-07)

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1. **NAME, PURPOSE, LOCATION AND EDUCATIONAL ACCESS**
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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), Incorporated hereinafter referred to as OKC ETC, Inc.
- 1.2 **Purpose.** The Oklahoma City Educational Television Consortium, Inc. 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, Inc. 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, Inc. 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, Inc. 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, Inc. 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, Inc., COX may program the channel with educational materials as provided for in the franchise agreement. Notification will be made to the OKC ETC, Inc. 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, Inc. 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, Inc. 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, Inc.

- d. **Exclusions.** All for profit educational enterprises shall be specifically excluded from membership in OKC ETC, Inc.

- e. **Application for Membership.** An educational entity within the COX viewing area wishing to become a member of OKC ETC, Inc. must submit an application to OKC ETC, Inc. Applications will be reviewed and accepted or denied by the OKC ETC, Inc. membership, based on the educational entity meeting the membership criteria as stated in the by-laws.

2.2 Voting. Each Full Member institution shall have one vote in OKC ETC, Inc. Limited Members shall exercise one vote as a group. The Limited Member voting delegate shall be elected by annual vote of the Limited Member Institutions.

- a. A voting delegate or alternate from each Full Member Institution and the elected voting delegate or alternate from the Limited Member Institutions must attend all regularly scheduled meetings during a fiscal year. Failure to attend a regularly scheduled meeting, send an alternate or notify the Chair prior to an absence may result in suspension of the voting rights for the Member Institution(s) for the remainder of the fiscal year.

- b. Voting delegates must inform the Chair prior to the regularly scheduled meeting if they will be unable to attend or send an alternate.

- c. The Chair will notify the member Institution(s) in writing prior to the suspension action. Member Institution(s) will have 15 days from the receipt of the notice to file a written explanation to the Chair the circumstances for such absences or appear before and be heard by the voting delegates at such meeting prior to the Consortium taking a vote to suspend the Member Institution's voting rights.

- d. A majority vote of the Consortium shall decide the action to be taken on the member voting rights.

2.3 Resignation.

- a. A Member Institution 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 institution.

- b. A Member Institution shall be deemed to have resigned from the Consortium following one year of non-participation and non-attendance at regularly schedule meetings. The Recording Secretary shall notify the Member Institution in writing at the beginning of the new fiscal year that the Consortium intends to file resignation notification with the City Clerk. The Member Institution will have 30 days from receipt of the notification to respond in writing to the Consortium's filing.
- c. If the Member Institution does not respond in 30 days, the Recording Secretary will then file a written resignation notification with the City Clerk, retain one file stamped copy and send one filed stamped copy to the Institution.
- d. A Member Institution that resigns from the Consortium may reapply for membership as a new member.

2.4 Officers. OKC ETC, Inc. 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 shall be appointed by the Chair and maintain all financial business for OKC-ETC, Inc. The appointed treasurer will hold the position for (2) years.

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, Inc. stating the date, time, place and agenda of the meeting shall be emailed 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 the City Hall and okcetc.org three (3) days prior to the meeting.
- 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 OKC-ETC, Inc. standing committees include audit, finance and programming. Committee members will serve only one year per committee. Upon discussion with the consortium the chair may add additional 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.