

SAMPLE BYLAWS

East Texas-Learning Interactive Network Consortium (ET-LINC)

PURPOSE

The purpose of ET-LINC will be to create opportunities for students to access curriculum beyond traditional courses currently offered. To increase high school students' access to the recommended high school program and to increase the number of students in small schools who graduate with advanced seals. To increase student achievement by removing the parameters set by the four walls of the traditional classroom, by expanding beyond the seven period school day and nine month school year, and by moving beyond the twelve years of education. To enrich curriculum through the use of cutting edge telecommunications technology for minority and economically disadvantaged students. To decrease the drop-out rate of students by enabling them to have access to workplace training, technical preparation, and curriculum improvements that provide a more relevant educational program. To increase the number of students passing TAAS at all grades. To create an environment in which students and other community stake-holders can link, expand, and enrich their learning experiences beyond the traditional setting and limitations of rural school and communities.

ARTICLE I OFFICES

Section 1.01: Location. The principal office of the Consortium shall be located at such place as the Board of Directors shall from time to time designate, in or outside the east Texas area. The Consortium may maintain additional offices at such other places as the board of Directors may designate. The Consortium shall have and shall continuously maintain in Texas a registered office at such place as may be designated by the Board of Directors.

ARTICLE II MEMBERS

The consortium shall have members whose participation shall be determined by the Board of Directors. Membership shall be granted to those entities designated as Full Member, Associate Members, Affiliate Members or Individual Members Full membership shall be granted to those schools, colleges/universities, hospitals, educational service centers and others who are full subscribers or have made a commitment to become a full subscriber to the network and pay annual dues to the Consortium in the amount of \$100. Associate membership shall be granted to those schools, colleges/universities, hospitals, educational service centers and other entities who are otherwise eligible to subscribe to the network but have not and who pay annual dues to the consortium in the amount of \$50. Affiliate membership is available to businesses and member of the private sector who are not subscribers to the network, but have interest compatible with and supportive of the goals of the Consortium. Annual membership dues for Affiliate members shall be \$100. Individual membership is available to persons who are interested in the goals of the Consortium, and wish to hold individual membership with annual dues of \$25. Memberships may

also be granted under in-kind arrangements, as defined and determined by the Board of Directors.

The Founding/Charter members of the Consortium consist of designated representatives of E-Systems, Inc. (Gary Rasor), Peoples Communications and Peoples Telephone Cooperative, Inc. (Leroy Kelly), Greenville ISD (Linda Porter), Gladewater County Line ISD (Peggy Meathenia), Allen ISD (Carol Smith), East Texas State University (Jerry Horn) and Boles ISD (Richard Gibbs). The Founding/Charter members will serve as officers of the Consortium until an election by the membership can be conducted.

ARTICLE III BOARD OF DIRECTORS

Section 3.01 *Power of Board.* The affairs of the Consortium shall be managed by the Board of Directors.

Section 3.02 *Number of Directors.* The number of directors of the Consortium shall consist of the officially recognized representative of all Full Members. The number of directors may be set from time to time by amendment to the Bylaws but shall never be less than three after the network becomes operational.

Section 3.03 *Term of Directors.* The directors shall serve on the board as long as the institution/ agency they represent continues to be eligible for membership and is current in the payment of annual dues to the Consortium.

Section 3.04. *Annual Meeting.* One meeting each year of the Board of Directors shall be designated as the Annual Meeting. Notice of this meeting will be mailed to all members of the Consortium. The notice shall include the time, date, and location of the meeting. This notice shall be mailed at least 15 days before the time set for the Annual Meeting. (Other meetings of the Board shall be determined by the Board as a whole or on written request by at least three Board members. Such requests shall be directed to the President of the consortium.) All meetings of the Board of Directors shall be deemed open to all membership categories, but only members of the Board shall be allowed to vote. Roberts Rules of Order shall be used in the conduct of all meetings.

Section 3.05. *Notice.* Whenever notice is required to be given under any provision of these Bylaws, it may be given by written notice delivered personally or sent by mail, or by telegram, express delivery service, or electronic facsimile transmission to each director at his or her address as shown by the records of the Consortium. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram or other commercial message delivery service, such notice shall be deemed to be delivered when given, so addressed, to the telegraph or other commercial message delivery company. Notice given electronically shall be deemed delivered when transmitted by electronic transmission to the intended recipient as shown in the records of the Consortium.

Section 3.06. *Waiver of Notice.* Any director may waive notice of any meeting, either before or after the time notice would have been required. A director's attendance at any meeting shall constitute waiver of notice of such meeting, excepting such attendance at a meeting by the director for the purpose of objecting to the transaction of business because the meeting is not lawfully called or

convened. Except as specifically required by the Articles, or special or by the Bylaws, nether the business to be transacted at, nor the purpose of any regular meeting of the Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

Section 3.07. *Informal Action by Directors:* Meetings by Conference Telephone. Any action required or permitted to be taken by the Board may be taken without a meeting, with consent in writing, setting forth the action to be taken, shall be signed by all directors authorizing the action. Such consent shall have the same force and effect as the unanimous vote. The signed documents setting forth the action to be taken, shall be signed by all directors authorizing the action. Such consent shall have the same force and effect as a unanimous vote. The signed documents setting forth such consent by all directors shall be filed with the minutes of the proceedings of the Board. Any or all directors may participate in a meeting of the Board or a committee of the Board by means of a conference telephone or video conference system, or by any means of communications by which all persons participating are able to see and/or hear one another, and such participation shall constitute presence in person at the meeting.

Section 3.08. *Compensation of the Directors.* The Consortium shall not pay any compensation to directors for services rendered to the Consortium, except that directors may be reimbursed for expenses incurred in the performance of their duties to the Consortium. A person serving as a director may be compensated for services provided to the Consortium in other capacity.

Section 3.09. *Honorary Board of Directors.* (Advisory Committee). The Board may elect or appoint any person to act in an advisory capacity to the Consortium, or in an honorary capacity with respect to the Consortium, and may create such honorary boards of advisory groups and appoint to them such persons as it deems appropriate. Persons being in such advisory or honorary capacities shall no exercise any of the powers granted to the Board in these Bylaws.

ARTICLE IV COMMITTEES

Section 4.01. *Executive Committee.* The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint an executive committee to consist of not less than two directors. The Executive committee shall, to the extent provided in such resolution, have and exercise all the powers of the Board of Directors during the intervals between the meetings of the Board, and shall fix its own rules of procedure. Such committee shall keep a record of its proceedings, which shall from time to time be reported to the full Board. The designation and appointment of any such committee and the delegation thereto of authority shall no operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him/her by law.

Section 4.02. *Committees Other Than Executive Committee.* The Board may designate and appoint one or more committees, each of which shall include at least one director, which committees shall have the duties assigned to them by the Board of the designation and appointment of any such committee and the delegation thereto of authority shall no operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him/her by law.

ARTICLE V OFFICERS, AGENTS AND EMPLOYEES

Section 5.01. *Officers.* The officers of the Consortium shall be a President, a Vice-President, a Secretary and a Treasurer and such other officers and assistant officers as may be determined by the Board. Any two or more offices may be held by the same person except that the offices of President and Secretary shall be held by different people.

Section 5.02. *Election and Term of Office.* The officers shall be elected from the total membership at each annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each person so elected shall hold office for the term for which he or she is elected, not to exceed two years, and until a successor has been elected and qualified. The election or appointment of an officer shall not of itself create contract rights.

Section 5.03. *Resignation.* Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Consortium. Any such resignation shall take effect at the time of receipt of such later time as therein specified and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective.

Section 5.04. *Removal.* Any officer may be removed by the Board of Directors, whenever in its judgment the best interest of the Consortium will be served thereby; provided, however, that removal of an officer shall be without prejudice to his contract rights, if any. Non-attendance at more than two consecutive meetings of the board or a committee will constitute grounds for removal.

Section 5.05. *Vacancies.* A vacancy in any office may be filled for the unexpired portion of the term by the Board at any meeting.

Section 5.06. *Powers and Duties of Officers.* Subject to the control of the Board of Directors, all officers as between themselves and the Consortium shall have such authority and perform such duties in the management of the property and affairs of the consortium as may be provided in these Bylaws or by resolution of the Board not inconsistent with these Bylaws and, to the extent not so provided, as generally pertain to their respective offices.

A. **President.** The President shall be the Chief Executive Officer of the consortium. The President shall preside at all meeting of the Board of Directors and, subject to the supervision of the Board of Directors, shall perform all duties customary to that office and shall supervise and control all of the affairs of the consortium in accordance with such policies and directive as may be established by the Board of Directors. The President may delegate authority and responsibility but shall remain fully accountable to the Board.

B. **Vice President.** In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such duties and have such other powers as the board of Directors may from time to time

prescribe by standing or special resolution, or as the President may from time to time provide, subject to the supervision of the Board of Directors.

C. **Secretary.** The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall see to it that all notices required by the Bylaws or by law are given, and, in general shall perform all duties customary to the office of Secretary.

D. **Treasurer.** The Treasurer shall have the custody of, and be responsible for, all funds of the Consortium. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts. He shall at all reasonable times exhibit the books and account to any Director of the Consortium.

Section 5.07. Compensation of the Officers. The Consortium shall not pay any compensation to the officers for services rendered to the Consortium, except that officers may be reimbursed for expenses incurred in the performance of their duties to the Consortium. A person serving as an officer may be compensated for services provided to the Consortium in any other capacity.

ARTICLE VI MISCELLANEOUS

Section 6.01 Fiscal Year (September 1 - August 31) The fiscal year of the Consortium shall be the school year unless otherwise determined by the Board of Directors.

Section 6.02 Contract and Other Documents. The Board may, except as otherwise required by law, or these Bylaws, authorize any officer or agent of the consortium to enter into any contract or execute and deliver any instrument or document on behalf of the Consortium. Such authority may be general or confined to specific instances. The Board may delegate this power to the President on such terms as it prescribes.

Section 6.03. Checks. All checks shall be signed by such officer or agent of the Consortium and in such a manner as shall be from time to time determined by the Board. The Board may delegate this power to the President, on such terms as it prescribes. In the absence of such determination, such instruments shall be signed by the Treasurer.

Section 6.04. Books and Records. The Consortium shall keep at the address of the Secretary or any other place determined by the Board of Directors, (1) correct and complete books and records of account, and (2) minutes of the proceedings of the Board of Directors and any committee having any authority of the Board.

Section 6.05 Material and Financial Assets. The disposition of assets acquired by the consortium will be determined by a majority vote of the Board of Directors in accordance with the goals and mission of the organization. Assets of the consortium may include moneys obtained from membership dues or other financial contributions; property or other tangible assets given to the Consortium as an in kind contribution; and any other item or service offered to the Consortium as a donation or as an in kind membership arrangement. In the event of the dissolution of the East Texas - Learning Interactive Network Consortium (ET-LINC), the disposal of the assets controlled by the

Consortium at the time of such dissolution shall be determined by a joint decision of the membership and the directors, with final approval of the asset distribution to be determined by a majority vote of the board of Directors.

**ARTICLE VII
AMENDMENT OF BYLAWS**

The Bylaws of the Consortium may be adopted, amended, or repealed by the Board of Directors. We Certify that the forgoing Bylaws of the East Texas - Learning Interactive Network Consortium (ET-LINC) were approved and adopted for the organization by its Founding/Charter member by unanimous consent on April 5, 1994 and that they are currently in effect.

DISTANCE LEARNING CLASSROOM RULES AND REGULATIONS ESTABLISHED BY ET-LINC

ET-LINC officers and Core Team Members have drafted the following guidelines for school districts who have received distance-learning classrooms through the *Creating Connections* grant. In the event that a school does not adhere to these guidelines, the officers of ET-LINC will issue a request for compliance to the following rules. If the school is experiencing a change in leadership or problems fiscal in nature, the district may explain its status to the officers of ET-LINC. In the event that a second warning is issued to the district, ET-LINC members may, by majority vote at a called meeting, remove the equipment from the school district site and install the equipment at a site that will adhere to the guidelines.

1. Board of Trustees will approve budget allocations for continued fiber fees. Copies of these budgets, or the minutes of the meeting where action was taken, will be mailed to the President of ET-LINC. Signed contracts should be returned to the telephone companies.
2. Each district shall make a commitment to use the classroom a minimum of 4 hours per day. Schedules of curriculum offerings will be mailed to the President of ET-LINC.
3. Every district shall send at least one offering to other districts.
4. At least one community or business organization will utilize the classroom. Minutes or sign-in sheets of those meetings held on-line will be mailed to the President of ET-LINC.

As the distance learning system grows, the rules and regulations may change if approved by the members of ET-LINC at a duly called meeting.

DISTANCE LEARNING CLASSROOM RELEASE FORM

I undersigned, _____, hereby grant the _____ ISD permission to make broadcasts, videotapes, photographs, and/or sound recordings, separately or in combination, of me and permission to use the said broadcasts, videotapes, photographs, and/or sound recording for educational purposes on any delivery system distributing _____ ISD programming.

Signature

Date

Campus or Organization

Signature of parent/guardian if under 18 years of age

RELEASE FORM

I undersigned, _____ hereby grant _____ permission to make broadcasts, videotapes, photographs, and/or sound recordings, separately or in combination, of me and permission to use the said broadcasts, videotapes, photographs, and/or sound recordings for educational purposes on any delivery system associated with _____.

Signature

Date

Administrator, School or Organization Date

Position/Title

(Signature of students parent/guardian if
under 18 years of age)

Please return this form to:

It will then be submitted to and kept on file by:

Distance Learning Student Contract

Fiber Optic Interactive Television is a means for districts to provide low-incidence courses that normally would not be offered to students because of low enrollment or lack of qualified personnel.

Because of the uniqueness of Fiber-Optic Interactive Television, certain standards are expected of students enrolling in these courses. This contract is intended to make both the students and the parents aware of the standards expected of students enrolling in such courses. As a student taking a Fiber-Optic Interactive Course, I am aware that:

1. Certain standards are expected of me, as a student, and insubordination of any kind will not be tolerated. Insubordination has been defined as anything that interferes with teaching or learning in the classroom.
2. Inappropriate language or gestures will not be tolerated.
3. Because of the technology, anything I do in the classroom can be taped by anyone at anytime.
4. Classroom procedures that must be followed are:
 - A. Students must sit within camera view at all times.
 - B. Students must no mishandle the equipment in the classroom.
 - C. Students must follow all other rules as specified by the teacher.

The following procedures will be followed for students who do not or cannot abide by the above listed rules:

First Offense:

The student will be given a verbal warning and told that his/her parents may be Notified by letter of the infraction.

Second Offense: The student will be removed from the class.

Grades will be issued by the school hosting the class.

I have read and I understand the policy above and agree to abide by the rules of this contract.

Student Signature

Date

Parent Signature

Date

Sending School Administrator

Date

Receiving School Administrator

Date

Distance Learning Instructor's Contract

To: Consortia Superintendents

From: _____:

_____ Academic Year Fee Structure and Salary Proposal

Salary:

1. Each school will pay any of their teachers who teach a class through the _____ program an additional base salary of \$1,000.00 or the school year.
2. Should total enrollment from all sites exceed twenty-eight (28) for a particular subject, the teacher will be compensated an additional \$50 per student for all enrollment above 28.

Example: Enrollment of 35 = \$1,000 + (7*50) = \$1,350 total

3. For salary purposes, enrollment will be calculated as those students officially enrolled at the beginning of the academic year. This will allow for fluctuations due to drop and add, and will allow for new enrollees after Labor Day.

Enrollment:

1. Enrollment for any ITV class will be limited to no more than 10 students per site with the exception of the home (sending) site which may enroll up to 15 students. This will insure a reasonable maximum but will also allow the home (sending) school the flexibility in scheduling they may need to make offering the class of ITV a viable option.

Fees:

1. Since all four schools are offering basically the same services presently, the base salary of \$1,000 per teacher will be assumed by the home (sending) school.
2. Future fee structures will need to be modified so that receiving schools pay their share of the full extra salary, base and overload, since not all schools will be sending equivalently.
3. The home (sending) school is responsible for billing the other schools for all fees including overloads, books, materials, etc.
4. All fees are to be billed once yearly prior to April.
5. Overload fees should be paid as follows:
 - a. The sending school is to verify enrollment as of the beginning of the academic year.
 - b. If total enrollment is over twenty-eight (28) students the billing procedures are:
 1. Schools with seven (7) or less students pay no additional fee
 2. Schools with eight (8) or more are billed \$50 for each.

Example:

| Sending School | Students | Base | Fees | Total Salary |
|-----------------------|-----------------|----------------|--------------|---------------------|
| Tecumseh | 12 | \$1,000 | 5*50=250 | \$1250 |
| Dale | 7 | 0 | 0 | 0 |
| McLoud | 10 | 0 | 3*50=150 | 150 |
| Bethel | 10 | 0 | 3*50=150 | 150 |
| Total | 39 | \$1,000 | \$550 | \$1550 |

Textbook and Supply Fees

- a. If the sending school has plenty of textbooks and wishes to do so, they may lend copies to all schools and only charge a fee if books are damaged or lost
- b. If the sending school must order textbooks to have enough, the receiving schools will be billed and the textbooks will then become their property. Ordering will be done by the sending school.
- c. Supplies, (example: zoology animals for dissection), will either be ordered by the sending school and then billed, or a list will be sent to the receiving schools and they can purchase their own.

Other issues which will need to be addressed in detail later include:

- a. Coordination of our efforts
- b. Curricular offerings
- c. New schools and their integration into the program