UNANIMOUS CONSENT IN LIEU OF A MEETING
OF THE GOVERNING BOARD
OF THE NORTHEAST TEXAS TELECOMMUNICATIONS NETWORK
(ALSO KNOWN AS THE NORTHEAST TEXAS INITIATIVE AND
THE TEXAS NORTHEAST CONSORTIUM OF PRESIDENTS)

The undersigned members of the governing board (the "Governing Board") of the Northeast Texas Telecommunications Network (also known as the Northeast Texas Initiative and the Texas Northeast Consortium of Presidents) ("NETnet"), representing all of the members of the Governing Board and one hundred percent (100%) of the Network Rights in NETnet, hereby consent to and adopt in all respects the following resolutions, which consent and adoption shall have the same force and effect as a vote by the undersigned at a regular meeting of the Governing Board of NETnet, called pursuant to the By-laws of NETnet:

RESOLVED, that The University of Texas Health Center at Tyler (the "University"), the Project Administrator of NETnet, is hereby authorized to execute in the name of the University and for the benefit of NETnet, that certain Agreement between University and Contractor (the "SWB Agreement") to be dated effective August 28, 2000, between the University and Southwest Bell Telephone Company ("SWB"), a Missouri corporation, Federal Tax Identification Number 14305297104, to procure services necessary for the development, implementation, operation and maintenance of the Network (the "Project"). A true and correct copy of the SWB Agreement is attached as Exhibit A and incorporated for all purposes.

RESOLVE FURTHER, that the University shall have all necessary authority to execute the SWB Agreement and deliver the SWB Agreement to SWB.

A true and correct copy of the Agreement of the Northeast Texas Telecommunications Network (also known as the Northeast Texas Initiative) (the "Agreement") together with all modifications thereof (if any) as of the Effective Date, are attached as Exhibit B and incorporated for all purposes. Except as may be reflected in Exhibit B, the Agreement has not been amended or modified and is in full force and effect.

Except as provided in this Unanimous Consent, all terms used in this Unanimous Consent which are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

A true and correct copy of the By-laws of NETnet (the "Bylaws") together with all modifications thereof (if any) as of the Effective Date are attached as Exhibit C and incorporated for all purposes. Except as may be reflected in Exhibit C, the Bylaws have not been amended or modified and are in full force and effect.

This Unanimous Consent may be executed in multiple identical counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute one and the same instrument.
EXECUTED in multiple counterparts by the undersigned members of the Governing Board of NETnet effective the 28th day of August, 2000 (the "Effective Date").

The University of Texas Health Center at Tyler

By: __________________________
    Ronald F. Garvey
    President

Stephen F. Austin State University

By: __________________________
    Roland K. Smith
    Interim President

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By: __________________________
    Ronald C. Baugh
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Kilgore College

By: ________________________________
    William M. Holda
    President
Texas State Technical College, East Texas Center        Paris Junior College

By:                                                   By:

Joe A. Green                                        Bobby R. Walters
President                                            President

Sam Houston State University

By:

Bobby K. Marks
President
Texas State Technical College, East Texas Center

By: Joe A. Green
    President

Sam Houston State University

By: Bobby K. Marks
    President

Paris Junior College

By: Bobby R. Walters
    President
Texas State Technical College, East Texas Center

By: Joe A. Green
President

Paris Junior College

By: Bobby R. Walters
President

Sam Houston State University

By: [Signature]
Bobby K. Marks
President
EXHIBIT B

AGREEMENT OF THE NORTHEAST TEXAS TELECOMMUNICATIONS NETWORK
(ALSO KNOWN AS THE NORTHEAST TEXAS INITIATIVE)

This AGREEMENT OF THE NORTHEAST TEXAS CONSORTIUM TELECOMMUNICATIONS NETWORK (ALSO KNOWN AS THE NORTHEAST TEXAS INITIATIVE) is dated effective the 1st day of September, 1995, (the "Effective Date") by and among the Participants (defined below), each of which is an agency as defined by Section 771.002, Government Code, or a local government as defined by Section 791.003, Government Code.

RECITALS

WHEREAS, the Texas Legislature in its 76th Session determined that there was a need to provide support for the development and operation of an educational and instructional telecommunications network in Northeast Texas ("NET") which would enhance educational and instructional resources for institutions of higher education, as well as other educational institutions, in that region;

WHEREAS, The University of Texas Health Center at Tyler, Stephen F. Austin State University, Trinity Valley Community College, Northeast Texas Community College, Tyler Junior College, Panola College, Texas State Technical College East Texas Center, The University of Texas at Tyler, Texas A&M University—Texarkana, Texas A&M University—Commerce, Texarkana College, Angelina College, Kilgore College, Paris Junior College, and Sam Houston State University (collectively, "Participants") decided to work together as the Northeast Texas Telecommunications Network (also known as the Northeast Texas Initiative) ("NETnet") to develop a high quality telecommunication network to interconnect the facilities of the Participants and to provide enhanced educational and instructional services to the public through the resources of institutions of higher education, as well as other educational institutions, in the Northeast Texas region;

WHEREAS, in 1995, the Texas Higher Education Coordinating Board allocated funds to The University of Texas Health Center at Tyler ("UTHCT") for the establishment of an office for NETnet and since that time UTHCT has worked with the other Participants to determine the feasibility and technical requirements for the telecommunication network;

WHEREAS, the Participants desire to enter into this Agreement to work together in a cooperative fashion to achieve the objectives of NETnet, which include but are not limited to, creating and utilizing an east Texas distance-learning network, serving as a demonstration project to the rural and underserved population of the area, demonstrating the benefits and advanced capabilities of distributed education technology, and promoting the linkage of other entities (e.g. healthcare, public schools, and industry) into a framework for comprehensive distance learning in east Texas.

NOW THEREFORE, pursuant to statutory authority, including but not limited to authority granted in Chapters 771 and 791, Government Code, the parties mutually agree as follows:
AGREEMENTS

1. INCORPORATION OF RECITALS; DEFINITIONS.

1.1 The recitals to this Agreement set forth above are deemed to be true and correct and are incorporated into these agreements for all purposes.

1.2 For the purposes of this Agreement, the following terms shall have the meanings specified below:

1.2.1 “Activation” shall mean the date that the Project Administrator (defined in Section 1.2.9) accepts the Network as complete and ready for use in accordance with the Plans and Specifications. The Project Administrator may accept any portion of the Network as ready for use prior to the completion of the full Network, in which case such portion(s) shall be considered in “Activation” within the meaning of the Agreement, notwithstanding that the entire Network is not yet declared to be in Activation. Activation of a portion of the Network shall apply only to such portion and shall not be Activation of the Network in its entirety.

1.2.2 “Circuit” shall mean a telecommunication medium installed as a part of the Network.

1.2.3 “Common Equipment” shall mean the all equipment and software comprising the Network including in-line electronics, transmitters, receivers, classroom systems and other similar items which are required to install, direct and utilize the linkages between different points of the Network. It is the intent that all resulting equipment and services shall be collectively maintained and administered by NETnet as a Network Right.

1.2.4 “Contractors” shall mean one or more third party vendors selected by the Project Administrator in accordance with the terms and conditions of Section 3 to assist with the development, operation or maintenance of the Network.

1.2.5 “Contribution Costs” shall mean all direct and indirect costs related to the development, operation and maintenance of the Network not otherwise paid by government appropriation or grant for the Network as an educational initiative.

1.2.6 “Development Supervisor” shall mean the person or entity charged with the responsibility of oversight and management of the development, installation, and testing of the Network. The Director of the NETnet Coordinating Office (ref. Section 3.2) shall serve as Development Supervisor.
1.2.7 “Director” shall mean the person appointed by each Participant to serve as its representative on the governing board of the NETnet.

1.2.8 “Network” shall mean the telecommunications network linking the Participants in order to achieve the NETnet objectives as previously defined.

1.2.9 “Project Administrator” shall mean a Participant appointed by the governing board of NETnet to oversee the development, operation and maintenance of the Network and perform the responsibilities delegated to it by the Participants in Section 3 of this Agreement. Pursuant to Section 3, UTHCT is appointed to serve as the initial Project Administrator.

1.2.10 “Network Right” shall mean a Participant’s percentage interest in the Network. The percentage interest shall relate to voting rights in the NETnet cooperative.

1.2.11 “Ring Configuration” shall mean a network segment that creates a circle or loop.

1.2.12 “Star Configuration” shall mean multiple network segments, not intersecting, that exist as single paths stretching outward from the single point of origin.

2. INTERAGENCY AND INTERLOCAL COOPERATIVE.

2.1 The Participants hereby agree to work together through NETnet to develop, operate and maintain the Network.

2.2 POWERS AND DUTIES

2.2.1 The purpose of this Agreement and the formation of NETnet is to provide a mechanism whereby decisions regarding the Network and all directly and indirectly related matters will be made through NETnet as provided in this Agreement.

2.3 BOARD OF DIRECTORS

2.3.1 NETnet shall be governed by a governing board. Each Participants shall appoint one Director to the governing board of NETnet. The voting rights of each Director shall be based on the Participant’s Network Rights.

2.3.2 Except as otherwise provided in this Agreement or the cooperative Bylaws, a vote of more than 50% of Network Rights is needed to adopt any decision made by NETnet. The Directors shall meet as needed to carry out the duties of NETnet, and shall elect officers pursuant to the Bylaws. The governing board shall have the following duties:
2.3.2.1 Foster communication and cooperation among the Participants.

2.3.2.2 Seek sources of funding for NETnet, including grants available to NETnet by virtue of its management of the Network. Coordinate grant applications made by NETnet.

2.3.2.3 Cause the financial records of NETnet maintained by the Project Administrator, including but not limited to the NETnet Account (defined in Section 3.4), to be audited annually by an internal audit resource of a Participant other than the Project Administrator.

2.3.2.3 Identify Participant’s needs and problems and seek innovative solutions.

2.3.2.4 Develop reasonable Network policies and procedures to promote safe, efficient and continuous service to the Participants. Set standards for Network services.

2.3.2.7 Keep minutes of each meeting of the governing board. Provide copies of such minutes be furnished to each Participant within ten (10) working days after each meeting.

2.4 PAYMENTS FOR CONTRIBUTION COSTS

2.4.1 Each Participant shall pay share of Contribution Costs in proportion to its Network Rights.

2.5 GRANTS

2.5.1 Participants shall cooperate through NETnet to apply for and obtain grants. Any equipment, software, services or other assets obtained with grants received by NETnet shall be allocated or made accessible to the Participants in proportion to each Participant’s Network Rights. If the terms of any grant disallow such allocation, the distribution of funds shall be determined by the terms of the grant itself.

2.6 ADDITIONAL PARTICIPANTS

2.6.1 Admission of additional Participants will only be made by unanimous approval of all current (excluding only those Participants in the process of withdrawing or involuntarily withdrawing under the terms of this Agreement).

2.6.2 Notwithstanding any provision to the contrary, no additional Participants shall be admitted which would cause any Participant to violate the provisions of Article 3, Section 52 or Article 11, Section 3 of the Texas
Constitution.

3. PROJECT ADMINISTRATOR.

3.1 UTHCT is appointed to serve as Project Administrator of NETnet.

3.2 In addition to the specific responsibilities assigned to the Project Administrator by other sections of this Agreement, the Project Administrator shall maintain or cause to be maintained, a central office to coordinate the activities of NETnet (the "Coordinating Office"). The Project Administrator is authorized to hire a Director and other personnel, as needed, to maintain the Coordinating Office.

3.3 Project Administrator shall serve as fiscal agent of NETnet and shall be responsible for maintaining financial records, preparing, presenting and recommending an annual budget and quarterly financial reports to the governing board, as well as designated external state officials. The financial records of NETnet shall be subject to audit as more particularly provided in Section 2.3.2.2.

3.4 The Project Administrator shall create a fund account or accounts (collectively, the "NETnet Accounts") on the books and records of the Project Administrator which shall be maintained and controlled by the Project Administrator, and shall be subject to review by NETnet and audited in accordance with Section 2.3.2.2. The Project Administrator shall receive payments of Contribution Costs from each Participant. The Project Administrator shall record all NETnet funding, including but not limited to grants, payments of Contribution Costs and appropriations designated for NETnet, in the NETnet Accounts.

3.5 Project Administrator shall be reimbursed by NETnet for all direct and indirect costs associated with its services as Project Administrator, except for costs which are otherwise reimbursed by separate appropriations from the Legislature or grants for such purposes.

3.6 Subject to the approval of the governing board, the Project Administrator, for the benefit of NETnet, shall, in the name of Project Administrator, contract with Contractors to services and equipment necessary for the development, operation and maintenance of the Network in accordance with the Plans and Specifications.

3.7 In the event that the Development Supervisor, the Contractor or any other person furnishing goods or services to NETnet for acquisition and installation of the Network shall fail to adequately perform their obligation, in the judgment of NETnet, it shall be the sole right of the Project Administrator to enforce such agreements or obligations on behalf of the Participants.

3.8 Prior to March 1 for the fiscal year commencing on September 1, the Project Administrator shall prepare and provide on a yearly basis to each Participant a projected budget for the Network operation. The budget shall include an itemized listing of the Contribution Costs expected to be incurred in such fiscal year and
each Participant's share of the Contribution Costs based upon the percentages set forth by the Board of Directors.

3.8.1 The budget may take into account any surplus remaining from the prior fiscal year (for which a credit shall be made) or any deficit incurred in the prior fiscal year (for which an amount sufficient to recover such deficit may be included in the budget for the following fiscal year) together with any sums available by government appropriations or grants or other sources of revenue.

3.8.2 If the Project Administrator discovers that costs will exceed the budget, the Project Administrator will immediately give notice to the NETnet governing Board of the need for additional funds and the Participants will pay such additional funds according to their Network Rights within thirty (30) days after written notice. This provision is intended to cover only emergency or unforeseen items which represent a substantial threat to the effective operation of the Network in its entirety.

4 USE OF NETWORK.

Each Participant shall be entitled to (a) use the Network and (b) allow the use of the Network by others, so long as such use complies with the rules and procedures established by NETnet, PROVIDED HOWEVER, ALL USE MUST BE FOR A NON PROFIT PURPOSE AND, IN NO EVENT SHALL USE WHICH CAUSES THE NETWORK OR THE PARTICIPANTS TO BE CONSIDERED A CARRIER, COMMON CARRIER OR PUBLIC UTILITY UNDER STATE OR FEDERAL LAW OR REGULATIONS, BE PERMITTED.

5 PAYMENTS.

5.1 Each Participant shall pay its share of the Contribution Costs to the Project Administrator within 30 days after notice from the Project Administrator.

5.2 Nothing in this Agreement shall be construed as creating any debt by or on behalf of the State of Texas in violation of Section 49 of Article III of the Texas Constitution. All obligations of the participants hereunder are subject to the availability of appropriations and authorization to pay.

5.3 Failure to pay Contribution Costs. In the event any Participant fails to pay any Contribution Costs, the failure to pay shall be governed by Section 6 regarding involuntary withdrawal.

6 WITHDRAWAL BY PARTICIPANTS.

6.1 VOLUNTARY WITHDRAWAL.

6.1.1 A Participant may withdraw from NETnet by voluntarily giving the other Participants at least one hundred and eighty (180) calendar days (the
"Voluntary Withdrawal Notice Period") written notice. The effective date of such voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to the other Participants. During the Voluntary Withdrawal Notice Period, with withdrawing Participant must continue to comply with the terms of this Agreement and perform it's duties and obligations under this Agreement. During the Voluntary Withdrawal Notice Period, the Participants voting rights are suspended.

6.2 RIGHTS AND DUTIES UPON VOLUNTARY WITHDRAWAL BY A PARTICIPANT.

6.2.1 When a Participant voluntarily withdraws from this Agreement such withdrawing Participant shall have the following rights and duties:

6.2.1.1 At any time prior to the end of the Voluntary Withdrawal Notice Period, the withdrawing Participant shall be entitled to notify the other participants that the withdrawing Participant no longer wishes to withdraw. Upon such notification and the satisfactory resolution of any outstanding debt, unpaid Contribution Costs, activity, or responsibility, the withdrawing Participant shall resume all rights and duties as a Participant.

6.2.1.2 In the event the withdrawing Participant does not notify the other Participants that it no longer wishes to withdraw, at the end of the Voluntary Withdrawal Period, the withdrawing Participant shall no longer be a Participant and shall have no further rights in NETnet or rights to use the Network. The Project Administrator may cause all of such withdrawing Participants connection to the Network to be terminated. The withdrawing Participant’s Network rights shall default to the NETnet governing board.

6.2.1.3 The decision by the NETnet governing board regarding any of the options provided herein shall be made by the non-withdrawing Participants in accordance with any other decision to be made by the board, but for purposes of determining the percentage necessary to take action, the percentage of the withdrawing Participant shall be excluded. Upon completion of the Voluntary Withdrawal Notice Period as defined in Section 6.2.1.2, the withdrawing Participant shall have no other voting rights or interest in the board.

6.2.1.4 During any period while the NETnet governing board is determining which option shall be exercised, the withdrawing Participant shall continue to pay all Contribution Costs.

6.3 INVOLUNTARY WITHDRAWAL.
6.3.1 A Participant shall be deemed to have involuntarily withdrawn from this Agreement upon the occurrence of any of the events set out hereinafter in Sections 7.3.2 or 7.3.3 below.

6.3.2 The failure by the Participant to pay any Contribution Costs payment by the due date. The Participant shall be given thirty (30) days written notice of non-payment by the Project Administrator and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of such written notice. The Project Administrator may cause all of such withdrawing Participants connection to the Network to be terminated. The withdrawing Participant’s Network rights shall default to the NETnet governing board.

6.3.3 The failure by the Participant to meet performance and/or utilization measures concerning active use as a receiver or originator of programming as set forth by the NETnet governing board. The Participant shall be given thirty (30) days written notice of non-performance by the Project Administrator and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of such written notice. The Project Administrator may cause all of such withdrawing Participants connection to the Network to be terminated. The withdrawing Participant’s Network rights shall default to the NETnet governing board.

6.4 EFFECT OF WITHDRAWAL ON NON-WITHDRAWING PARTICIPANTS

6.4.1 All Participants agree that an involuntary withdrawal by a Participant and the default of Network Rights shall have no effect on: (1) a non-withdrawing Participant’s rights, (2) the rights and duties of the NETnet governing board, the Project Administrator, and the Development Supervisor (3) the continuing duty of any remaining Participants to pay their share of Contribution Costs.

6.5 DECISIONS REGARDING WITHDRAWALS.

6.5.1 Any decision made by NETnet with regard to an involuntarily withdrawing Participant shall be made by the governing board of NETnet.

7 DEVELOPMENT AND SUPERVISION.

7.1 Management of development of the Network will be assigned to the Development Supervisor who will be employed or contracted by and report to the Project Administrator. To facilitate the expeditious development of this Network, regular status meetings will be held between the Project Administrator and the Development Supervisor. This schedule will be made available to all Participants subsequent to the signing of this Agreement. The Project Administrator will be responsible for coordination between the Development Supervisor and the ultimate users of the Network.
7.2 The purpose of these meetings is to provide status information to the Participants on a periodic basis. During these meetings, training schedules, trial periods, implementation, coordinated cutovers, and any other necessary coordinating activities will be determined. Through their appointed Director, each Participant will have input into the prioritization of the project at these meetings.

7.3 All changes related to the creation of the Network including changes in schedule, equipment required or services requested, will be coordinated by the Development Supervisor who will notify the Contractor.

7.4 Each Participant will be responsible for providing the Contractor with access to their respective sites involved in development of the Network.

7.5 Until a phase of development has been completed, totally tested by the Contractor and accepted by the Development Supervisor, access to the Network is prohibited.

7.6 By execution of this Agreement, the Participants agree to the Plans and Specifications. The approval of the Plans and Specification shall not be deemed to be acceptance of any bid or entry into any contract with a Contractor.

8 RIGHT-OF-WAY ACCESS.

8.1 All of the Participants shall make available to NETnet and the other Participants easements and licenses to use any streets, rights-of-way and easements controlled by the Participants and which will be necessary or useful in connection with installation, operation, maintenance, removal and expansion of the Network subject to the Participant’s governmental powers to regulate uses of streets, rights-of-way and easements, except as provided herein.

9 TERM.

9.1 This Agreement shall continue in force and effect for a period of ten (10) years from the date hereof, or for the duration of the Network’s viability for its intended purpose, whichever is greater; provided, however, in the event Section 791.011(f), Government Code, requires an annual renewal of this Agreement, the Participants shall be deemed to have elected to renew this Agreement annually on the anniversary date of this Agreement, unless the Participants unanimously agree to terminate this Agreement. Notwithstanding this provision, any Participant may exercise the Participant’s right to withdraw from this Agreement pursuant to Section 6 herein.
10 GENERAL PROVISIONS.

10.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

10.2 This Agreement is entered into by the duly authorized representatives of each Participant. Each person signing this Agreement on behalf of a Participant hereby confirms for the benefit of each of the other Participants to this Agreement that all requisite approvals from the governing body of such Participant have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that Participant.

10.3 In case any one or more of the provisions of this Agreement concerning the funding of NETnet should be held to be illegal, invalid or unenforceable in any respect, the Participants agree to make a good faith effort to negotiate another agreement to fulfill the purpose and intent of this Agreement. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

10.4 This Agreement constitutes the entire agreement among the Participants with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the Participants with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on any Participant unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the Participant against whom enforcement is sought.

10.5 Unless a reference to days in this Agreement includes a reference to calendar days, whenever any time period is stated in days in this Agreement, days shall mean business days.

11 NOTICES.

11.1 All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
if to NETnet: The Northeast Texas Network Consortium (NETnet)
Attn: Mr. Kevin Roper
Director
11937 US Highway 271
Tyler, Texas 75708-3154

with copies to: Ronald F. Dodson, Ph.D.
Vice President for Research
The University of Texas Health Center at Tyler
11937 US Highway 271
Tyler, Texas 75708-3154
Witness the duly authorized signatures for Participants effective as of the Effective Date.

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<tr>
<th>The University of Texas Health Center at Tyler</th>
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<td>Name: Ronald F. Garvey</td>
<td>Name: Rodney H. Mabry</td>
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<td>Stephen F. Austin State University</td>
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<td>Name: Roland K. Smith</td>
<td>Name: Stephen R. Hensley</td>
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<tr>
<td>Name: Ronald C. Baugh</td>
<td>Name: Keith D. McFarland</td>
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<td>Name: Carl M. Nelson</td>
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<td><strong>Name:</strong> Bobby K. Marks</td>
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<td><strong>Title:</strong> Senator, State of Texas</td>
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**APPROVED WITH RECOMMENDED MODIFICATIONS LISTED BELOW:**
EXHIBIT C

BY-LAWS
OF
THE NORTHEAST TEXAS CONSORTIUM OF PRESIDENTS

1. Principal Office. The principal office of the consortium shall be located at The University of Texas Health Center at Tyler.

2. Other Offices. The consortium may have such other offices within the State of Texas, as the Board of Directors may determine, or as the affairs of the consortium may require from time to time.

ARTICLE II. BOARD OF DIRECTORS

1. General Powers. All consortium powers shall be exercised under the authority of the Board of Directors, and the business of the consortium shall be controlled by the Board of Directors.

2. Number, Tenure, and Qualification. The initial Board of Directors shall be composed of fifteen (15) persons. The Board of Directors shall be named to include the chief executive officer, or designee (an administrative officer from the member institution), responsible for operations from each of the 15 state-supported institutions of higher education in East Texas which receives state appropriations and which is recognized by the Coordinating Board. A Director/CEO shall serve until he/she is no longer the executive officer of the institution of higher education with which he/she is affiliated. A designee director serves at the pleasure of the institutional CEO. Each Director shall hold office for the term for which he/she was appointed and until his/her successor shall have been appointed and qualified.

3. Regular Meetings. Regular meetings of the Board of Directors shall be held each Fall and Spring. Meeting dates, times, and locations shall be determined by the Executive Committee at least thirty (30) days prior to either regular meeting.

The Fall meeting shall serve as the annual meeting during which will occur the election of officers and other members of the Executive Committee and the annual report of the previous year’s activities.

The Spring meeting shall include on the agenda the presentation of the annual budget for approval and a review of the annual dues assessment.

4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or any three Directors.

5. Notice. Notice of any meeting of the Board of Directors shall be given by the Secretary/Treasurer at least seven (7) but not more than thirty (30) days previously
thereto by written notice sent by mail, e-mail, or fax to each Director at his/her address as shown by the records of the consortium. The notice shall state the time, date, site, and topic of the meeting if the agenda shall include matters other than those regularly scheduled. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

7. **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

8. **Compensation.** Directors shall not receive salaries for their services to the consortium.

9. **Committees.** The work of the consortium shall be divided among such committees, standing and special, as are necessary to fulfill the purposed of the consortium.

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**ARTICLE III. OFFICERS**

1. **Officers.** The officers of the consortium shall be a Chair, Chair-Elect, Secretary/Treasurer, Immediate Past-Chair and such other officers as may be elected in accordance with the provision of this Article.

2. **Election and Term of Office.** The officers of the consortium shall be elected biennially in the odd-numbered years by the Board of Directors at the regular Fall meeting. A Nominating Committee will be chaired by the Immediate Past-Chair and composed of two other members of the Board of Directors who have been approved by the Executive Committee in odd-numbered years. The slate of nominees, one for each office, shall be presented to the Board of Directors at its regular Fall meeting. The Chair shall call for additional nominations from the floor, and, if additional names are placed in nomination, the delegates shall vote by secret ballot and those receiving the greatest number of votes shall be declared elected. If there is a tie, voting will continue until the tie is broken. If no additional nominations are received from the floor, the Chair shall call for a motion to accept the nominations of the Nominating Committee by acclamation.

3. **Vacancies.** If the office of the Chair becomes vacant for any reason, the Chair-Elect shall assume the office of Chair.

4. **Chair.** The Chair shall be the officer of the consortium responsible for the supervision and control of all of the business and other affairs of the consortium.
He/she shall preside at all meetings of the Board of Directors. In general, he/she shall perform all duties incident to the office of Chair and such other duties as from time to time may be assigned to him/her by the Board of Directors.

5. Chair-Elect. In the absence of the Chair, or in the event of his/her inability or refusal to act, the Chair-Elect shall perform the duties of the Chair, and when so acting shall have the powers of and be subject to the restrictions on the Chair. The Chair-Elect shall perform such other duties as from time to time may be assigned to him/her by the Chair or by the Board of Directors.

6. Secretary-Treasurer. The Secretary/Treasurer shall have charge and custody of and be responsible for all funds collected on behalf of the consortium as an organization. He/she shall receive and give receipts for monies due and payable from any source whatsoever and deposit all such monies in such banks, trust companies, or other depositories as shall be selected by the Board of Directors. He/she shall provide the Board of Directors with quarterly financial reports. He/she shall keep a record of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws, or as required by law; and be custodian of the consortium records and of the seal of the consortium and see that the seal of the consortium is affixed to all documents, the execution of which on behalf of the consortium under its seal is duly authorized in accordance with the provisions of these bylaws. In general, he/she shall perform all duties incident to the Office of Secretary/Treasurer and such other duties as from time to time may be assigned to him/her by the Chair or by the Board of Directors.

7. Immediate Past-Chair. The Immediate Past-Chair shall serve as head of the Nominating Committee and as a member of the Executive Committee.

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ARTICLE IV. EXECUTIVE COMMITTEE

1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the Directors in the office, shall vest its authority to govern the consortium in an Executive Committee of the four (4) officers of the consortium and one additional director, selected by the membership at the Fall Meeting in odd-numbered years. The officers shall serve in the same capacity on the Executive Committee. The Executive Committee shall be responsible for directing the affairs of the consortium in accordance with these bylaws and such rules, policies and procedures as may be adopted.
ARTICLE V. FINANCES

1. **Annual Dues.** The work of the consortium shall be funded in part by annual dues assessed each institution of higher education represented on the Board of Directors as determined by the Executive Committee. The dues assessment shall be reviewed annually by the Executive Committee and may be changed upon recommendation of the Executive Committee and a two-thirds (2/3) vote of the Board of Directors at any regular or special meeting of the Board of Directors.

2. **Approval of Obligations.** All obligations for the payment of monies made and entered into by or on behalf of the consortium shall have the prior approval of the Executive Committee. An expenditure report will be made by the Secretary-Treasurer during the regular meetings.

3. **Authorization of Checks.** The Secretary-Treasurer shall be responsible for the preparation and signature of all checks. The Chair will co-approve expenditures in excess of $10,000 through a signed endorsement.

4. **Books and Records.** The Secretary-Treasurer shall keep correct and complete records of account with respect to all financial transactions (including income and expenditures).

5. **Fiscal Year.** The fiscal year of the consortium shall be September 1 to August 31.

6. **Audit.** An annual financial audit of the consortium shall be completed by an internal auditor from a member institution.

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ARTICLE VI. ADOPTION AND AMENDMENT

1. **Adoption.** These bylaws shall be effective when adopted by a two-thirds (2/3) vote of the Board of Directors assembled at the initial meeting of the Board of Directors at which a quorum is present.

2. **Power of Directors to Amend Bylaws.** These bylaws may be altered, amended or repealed by a two-thirds (2/3) vote of the entire membership at any regular or special meeting.

3. **Notice Required to Amend Bylaws.** No alteration, amendment or repeal of these bylaws may occur without notice of the proposed change to the Directors at least thirty (30) days prior to the meeting at which the action is to be considered, unless two-thirds (2/3) of the Directors vote to suspend the rules.

Revised 9/23/99