

Dell Telephone Cooperative, Inc.



BYLAWS

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ARTICLE I MEMBERSHIP

SECTION 1. Requirements for Membership.

Any person, firm, association, corporation, or political organization or body or subdivision thereof will become a member of DELL TELEPHONE COOPERATIVE, INC. (hereinafter called the "Cooperative") upon receipt of telecommunications and information services (hereinafter referred to as "services"), provided that the member has first:

- (a) Made a written application for membership;
- (b) Agreed to purchase services from the Cooperative in accordance with established tariffs as well as pay any additional charges for services used by the member and which charges the Cooperative is obligated by law or contract to collect;
- (c) Agreed to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the board of directors*; and
- (d) Paid the membership fee as determined by the board of directors. The status of all membership fee payments shall be reflected upon the books of the Cooperative.
- (e) The Board will determine under rules and/or policies of general application the types and amounts of revenue streams, or the types and amounts of patronage that give rise to the privileges of membership and to the allocation of patronage credits.

Exchange carriers, interexchange carriers, and other telecommunications entities are eligible for membership and patronage allocation to the extent they utilize the cooperative's basic telecommunications services in the ordinary course of administrative affairs of their business. However, neither such entities nor their customers are eligible for cooperative membership or patronage allocation by virtue of their:

- (1) purchase of local access or toll access services,
- (2) purchase of equipment,

- (3) joint participation with the cooperative in the provision of telecommunication services,
- (4) payment of access or regulatory support program fees or assessments,
- (5) payment of interconnection fees, or
- (6) purchase for resale of any of the cooperative's services.

No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable, except as provided by these bylaws. (Amended March 29, 1993; March 28, 1994; March 31, 1997)

SECTION 2. Membership Certificates.

Membership in the Cooperative shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the board. This certificate shall be signed by the President and by the Secretary of the Cooperative and the corporate seal shall be affixed thereto. No membership certificate shall be issued for less than the membership fee fixed by these bylaws, nor until such membership fee has been fully paid. In case a certificate is lost, destroyed, or mutilated, a new certificate may be issued therefore upon such uniform terms and indemnity to the Cooperative as the board may prescribe. (Amended March, 28, 1994)

SECTION 3. Joint Membership.

A husband and wife may apply for a joint membership and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "member" as used in these bylaws shall be deemed to include a husband and wife holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. Without limiting the generosity of the foregoing, the effect of the hereinafter specified actions by or in respect of the holders of a joint membership shall be as follows:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall constitute a joint waiver of

notice of the meeting;

(b) The vote of either separately or both jointly shall constitute one joint vote;

(c) A waiver of notice signed by either or both shall constitute a joint waiver;

(d) Notice to either shall constitute notice to both;

(e) Expulsion of either shall terminate the joint membership;

(f) Withdrawal of either shall terminate the joint membership;

(g) Either but not both may be elected or appointed as an officer or board member, provided that both meet the qualifications for such office.

SECTION 4. **Conversion of Membership.**

(a) A membership may be converted to a joint membership upon the written request of the holder and the agreement included within the request by such holder and his or her spouse to comply with the articles of incorporation, bylaws, and rules and regulations adopted by the board. The outstanding membership certificate shall be surrendered, and shall be reissued by the Cooperative in such format which indicates the changed membership status.

(b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate shall be surrendered, and shall be reissued in format which indicates the changed membership status, provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative. (Amended March 28, 1994)

SECTION 5. **Membership Fees.**

The membership fee shall be \$10.00 dollars.

SECTION 6. **Purchase of Service.**

Each member shall take service from the Cooperative upon availability of service and shall make monthly payments at rates set forth in tariffs established by the board. It is expressly understood that amounts paid for services in excess of costs are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall also pay all amounts owed by him or her to the Cooperative as and when the same shall become due and payable. (Amended March 28, 1994)

SECTION 7. **Termination of Membership.**

(a) Any member may withdraw from membership upon compliance with such uniform terms and conditions as the board may prescribe. Secondly, the board may, by the affirmative vote of not less than two-thirds of all the members of the board, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws, or rules and regulations adopted by the board, but only if such member shall have been given written notice by the Cooperative that such failure makes him or her liable to expulsion and such member continues to fail to comply for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the board or by vote of the members at any annual or special meeting. Thirdly, the membership of a member who has not permitted the installation of service within thirty (30) days after the availability of service, or of a member who has ceased to purchase service from the Cooperative for a period of ninety (90) days, may be cancelled by resolution of the board.

(b) Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate, and the membership certificate of such member shall be surrendered forthwith to the Cooperative. Termination of membership in any manner shall not release a member or his or her estate from any debts due the Cooperative nor shall unpaid bills release a member from his or her obligations under these bylaws or rules and regulations approved by the board. (Amended March 29, 1993; March 28, 1994)

(c) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of membership fee paid by him or her, provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative. (Amended March 28, 1994)

**ARTICLE II
RIGHTS AND LIABILITIES OF THE COOPERATIVE AND THE
MEMBERS**

SECTION 1. Service Obligations.

(a) The Cooperative will use reasonable diligence to furnish adequate and dependable services, but it cannot and does not guarantee uninterrupted services nor will it always be able to provide every service desired by each individual member.

(b) The members pledge to purchase all services from the Cooperative to the extent that its services are able to meet the members needs and are competitively priced.

**SECTION 2. Cooperation Of The Members
in The Extension Of Services.**

The cooperation of members of the Cooperative is imperative to the successful, efficient and economical operation of the Cooperative. Members who are receiving or who are requesting service shall be deemed to have consented to the reasonable use of their real property to construct, operate, maintain, replace or enlarge telephone and/or communications lines, overhead or underground, including all conduit, cables, wires, surface testing terminals, markers and other appurtenances under, through, across, and upon any real property or interest therein owned or leased or controlled by said member for the furnishing of telephone or communication service to said member, or any other member, at no cost to the Cooperative. When requested by the Cooperative, the member does agree to execute any easement or right-of-way contract on a form to be furnished by the Cooperative.

SECTION 3. **Definition and Classifications.**

(a) Membership in the Cooperative is effectuated by:

(1) Procuring the Cooperative's central office dial tone, or

(2) Providing a continuing periodic telecommunications revenue stream for the Cooperative. The board will determine under rules of general application the types and amounts of revenue streams or the types and amounts of patronage that give rise to the privileges and obligations of membership.

(b) The Cooperative may have one or more classes of members to accommodate the various types of services. If the Cooperative has more than one class of membership, the definitions, the types, the qualifications and rights of each class shall be determined by the board and set forth in these bylaws. (Article adopted March 29, 1993; Amended March 28, 1994)

ARTICLE III MEETINGS OF MEMBERS

SECTION 1. **Annual Meeting.**

The annual meeting of the members shall be held during the month of March of each year at such place within Dell City, Texas as selected by the board and which shall be designated in the notice of the meeting, for the purpose of electing board members, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the board to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not constitute a forfeiture or dissolution of the Cooperative nor affect the validity of any corporate action. (Amended March 29, 1993; March 28, 1994)

SECTION 2. **Special Meetings.**

Special meetings of the members may be called by resolution of the board,

or upon a written request signed by any three board members, by the President, or by not less than 200 members or by ten per centum of all the members, whichever shall be the lesser, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within one of the counties served by the Cooperative as designated by the board and shall be specified in the notice of the special meeting.

SECTION 3. **Notice of Members' Meetings.**

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called. This notice shall be delivered not less than thirty (30) days before the date of the meeting, either personally or by mail to each member, by or at the direction of the Secretary, or by the persons calling the meeting, upon a default in duty by the Secretary. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the United States mail and shall be addressed to the member at his address as it appears on the records of the Cooperative. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting. (Amended March 28, 1994)

SECTION 4. **Quorum.**

As long as the total number of members does not exceed five hundred, ten per centum of the total number of members, present in person, shall constitute a quorum. In case the total number of members shall exceed five hundred, fifty members or two per centum of the members, present in person, whichever shall be the larger, shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice. The minutes of each meeting shall contain a list of the members present in person. (Amended March 29, 1993)

SECTION 5. **Voting.**

Each member shall be entitled to one (1) vote upon each matter submit-

ted to a vote at a meeting of the members at which a quorum is present, as provided for in Article III, Section 4. All questions shall be decided by a vote of a majority of the members voting thereon in person or by mail, except as otherwise provided by law, the 0articles of incorporation of the Cooperative, or by these by-laws. If a husband and wife hold a joint membership, they shall be entitled to one (1) vote and no more upon each matter submitted to a vote at a meeting of the members. Voting by members other than members who are natural persons shall be allowed upon presentation to the Cooperative, prior to each member meeting, satisfactory evidence entitling the person presenting the same to vote. (Amended July 4, 1996)

SECTION 6. **Voting by Mail.**

At all meetings, a member may vote by mail and member voting by mail shall comply with the following requirements:

(a) A ballot and a postage-paid return envelope with instructions shall be provided to each member of the Cooperative not less than thirty (30) days prior to the meeting. These materials required in this Subparagraph shall be provided as bill inserts or as a separate mailing. The ballot shall be printed as a separate form on paper that is a different color from any other paper contained in the same mailing and shall be continued on one (1) page.

(b) Each ballot shall:

(1) Provide brief instructions in English and Spanish to mark with an "X" either the box "for" or "against" the action that is the subject of the balloting, or the place to mark an "X" to register the vote of the member for the director of the member's choice in an election of directors;

(2) Provide in bold-faced type larger than the surrounding text on the ballot the date certain by which the ballot must be postmarked for tabulation of the mail vote;

(3) Ballots must include the statement, "By signing this ballot, I affirm that I am the member to whom this ballot was addressed" and must provide, following the statement, lined spaces for the member to provide his or her printed name, address, telephone number, and

signature;

(4) Ballots shall not contain any statement regarding how a member should cast a vote on the action that is the subject of the balloting; and

(5) The Cooperative shall keep a generic ballot in the office of the Cooperative under the explicit jurisdiction of the General Manager for use by the Cooperative. The voting instructions to the member shall set forth that a ballot must be returned for tabulation via U.S. mail.

(c) Instructions for Balloting:

Instructions for balloting shall explain:

(1) That a majority vote is required in order to achieve the action that is the subject of the balloting; and

(2) That a ballot must be returned for tabulation via U.S. mail.

(d) Tabulation of Ballots:

A ballot shall be tabulated if it:

(1) Contains a mark in the box either "For" or "Against" the action being sought; or a mark (X) for director of choice as described in Section 6 (b) (1) above;

(2) Is returned via U.S. mail;

(3) A ballot for which the envelope or postcard bears no legible postmark from the U.S. Postal Service will be tabulated if it is received by the Cooperative via the U.S. mail no later than one day prior to the annual or special meeting day.

(e) Retention of Ballots:

The Cooperative shall retain for ninety (90) days after the end of the 10day voting period all ballots and envelopes returned by the members in the voting process. (Amended July 4, 1996)

SECTION 7. Voting Registration.

Voting registration and validation at any meeting of the members, as provided in the bylaws, shall be conducted by any of the executive officers of the Board of Directors, i.e., President, Vice-President or Secretary. (Amended December 3, 1984) (Amended March 29, 1993)

SECTION 8. Protest or Objection to Election.

In the event a protest or an objection is filed concerning any election, such protest or objection must be filed at the business office of the Cooperative in writing within ten (10) days following adjournment of the meeting in which the voting is conducted. (Amended July 4, 1996)

SECTION 9. Order of Business.

The order of business at the annual meeting of the members and, so far as possible at all other meetings of the members, shall be essentially as follows, except as otherwise determined by the members at such meeting:

- (a) Report on the number of members present in person in order to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
- (c) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
- (d) Presentation and consideration of reports of officers, trustees, and committees.
- (e) Election of board members.
- (f) Unfinished business.

(g) New business.

(h) Adjournment. (Amended March 29, 1993)

SECTION 10. **Credentials and Election Committee**

The Board of Directors shall, at least ten (10) days before any meeting of the members, appoint a credentials and election committee consisting of an uneven number of Cooperative members - not less than five (5), not more than fifteen (15) who are not existing Cooperative employees, agents, officers, directors or known candidates for director, and who are not close relatives (as hereinafter defined) or members of the same household thereof. In appointing the Committee, the Board shall have regard for the equitable representation of the geographic areas served by the Cooperative. The Committee may elect its own chairman and secretary prior to the member meeting. It shall be the responsibility of the Committee to establish or approve the manner of conducting member registration and any ballot or other voting, to pass upon all questions that may arise with respect to the registration of members in person, to count all ballots or other votes cast in any election or in any other matter, to rule upon the effect of any ballots or other vote irregularity or indecisively marked or cast, to rule upon all other questions that may arise relating to member voting and the election of directors (including but not limited to the validity of petitions of nomination or the qualification of candidates and the regularity of the nomination and election of directors), and to pass upon any protest or objection filed with to any election or conduct affecting the results of any election. In the exercise of its responsibility, the Committee shall have available to it the advice of counsel provided by the Cooperative. In the event a protest or an objection is filed concerning any election, such protest or objection must be filed during or within ten (10) days following the adjournment of the meeting in which the voting is conducted. The Committee shall thereupon be reconvened, upon notice from its chairman, not less than seven (7) days after such protest or objection is filed. The Committee shall hear such evidence as presented by the protestor(s) or objector(s), who may be heard in person, by counsel, or both, and any opposing evidence; and the Committee, by a vote of a majority of those present and voting, shall, within a reasonable time, but not later than thirty (30) days after such hearing, render its decision, the result of which may be to affirm the election, to change the outcome thereof, or to set it aside. The Committee may not affirmatively act on any matter unless a majority of the Committee is present. The Committee's decision (as reflected by a majority of those

actually present and voting) on all matters covered by this section shall be final. (Amended July 4, 1996)

ARTICLE IV BOARD OF DIRECTORS

SECTION 1. General Powers.

The business and affairs of the Cooperative shall be managed by a board of directors of eight (8) members which shall exercise all the powers of the Cooperative except such as are by law, the articles of incorporation, or these bylaws conferred upon or reserved to the members. (Amended December 3, 1984; March 28, 1994)

SECTION 2. Election and Tenure of Office.

The persons named as board members in the articles of incorporation, their successors by appointment where board members have vacated and other board members have been appointed to fill the vacancies, and such other board members who have been appointed by the board, shall serve as the true board members. At the initial annual meeting of the members, two (2) board members shall be nominated and elected to replace two positions of the present board members. Thereafter, at the third annual meeting of the members, two (2) board members shall be nominated to replace two (2) board members. Such board members shall be elected to serve until the third succeeding annual meeting of the members. Thereafter, as the terms of the board members expire, the members shall elect their successors to serve until the third annual meeting after their election; provided, further, that there shall be at all times eight (8) acting and true board members. A board member shall hold office for the term for which he or she is elected and until his or her successor is elected and qualifies. A board member removed from office under the terms of these Bylaws shall cease to serve immediately and such board position shall be deemed vacant and subject to be filled in accordance with Article IV., Section 6 below. (Amended December 3, 1984) (Amended March 29, 1993; March 28, 1994; March 22, 2003)

SECTION 3. Qualifications and Area Representation.

(a) To insure area representation on the board following the an-

nual meeting for the year 1979, the service area of the Cooperative shall be divided into seven (7) districts, and board members, although voted on at large, shall be designated as representative of a designated district, with each such district being entitled to the number of board members on the said board as hereinafter provided. In addition to the qualifications hereinafter set forth in the following subparagraphs, no person shall be eligible to become or remain a board member who is not a bona fide resident of the designated district for which elected or appointed. The said districts and number of board members to which each shall be entitled are described and set forth as follows: (Amended December 3, 1984) (Amended March 29, 1993; March 28, 1994)

District One - One (1) Board Member.

District One is that part of the service area of the Cooperative which is situated West of Highway No. 1437 and North of the road located one (1) mile South of Dell City, Texas, which road runs East to West, and South of the Texas-New Mexico state line.

District Two - One (1) Board Member.

District Two is that part of the service area of the Cooperative which is situated West of Highway No. 1437 and South of the road located one (1) mile South of Dell City, Texas, which road runs East to West, including all of the Desert Haven Exchange 988 and the Mile High Exchange 986.

District Three - One (1) Board Member.

District Three is that part of the service area of the Cooperative which is situated East of Highway No. 1437, South of Highway No. 2249 and West of the Dell City Exchange 964 and Guadalupe Peak Exchange 828 boundary line.

District Four - One (1) Board Member.

District Four is that part of the service area of the Cooperative which is situated South of Highway 2249 and East of the Dell City Exchange 964 and Guadalupe Peak Exchange 828.

District Five - One (1) Board Member.

District Five is that part of the service area of the Cooperative which is situated East of Highway No. 1437; North of Highway No. 2249 and South of the Texas-New Mexico line.

District Six - Two (2) Board Members.

District Six is that part of the service area of the Cooperative which is situated North of the Texas-New Mexico state line, including all of New Mexico 963, 826 and 981 Exchanges.

District Seven - One (1) Board Member.

District Seven is that part of the service area of the Cooperative in the State of New Mexico commonly referred to as Timberon, including all of the New Mexico 987 Exchange.

At the annual meeting for the year 1985 and every third year thereafter: one (1) board member shall be elected for District Four, one (1) board member for District Five and one (1) board member for District Six; at the annual meeting for the year 1986 and every third year thereafter: one (1) board member shall be elected for District One and one (1) board member for District Two; at the annual meeting for the year 1987 and every third year thereafter: one (1) board member for District Three, one (1) board member for District Six and one (1) board member for District Seven. Any board member who is elected or appointed to the board after the 1979 election and who shall thereafter move his or her bona fide residence from the District for which elected or appointed shall thereupon be disqualified from continuing to serve as such board member. (Amended December 3, 1984)

(b) In addition to the residence requirement contained in (a) above, no person shall be eligible to become or remain a board member of the Cooperative who:

(1) is not a member and is not presently residing in the area served or to be served by the Cooperative; or

(2) is in any way employed by or financially interested in a competing enterprise or a business engaged in selling telephone service or supplies, or constructing or maintaining telephone facilities. (Amended March 29, 1993)

(c) Upon establishment of the fact that a board member is holding office in violation of any of the foregoing provisions, the board shall remove such board member from office.

(d) Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the board.

SECTION 4. **Nominations.**

It shall be the duty of the board to appoint by the first (1st) day of December of the year preceding the date of the meeting of the members at which board members are to be elected, a committee on nominations consisting of not less than five (5) nor more than eleven (11) members who shall be selected from different districts so as to insure equitable representation. No member of the board may serve on such committee. The nominating committee, keeping in mind the principle of equitable representation, shall prepare and post at the principal office of the Cooperative by the first (1st) day of January of each year before the meeting a list of nominations for board members which shall include one (1) or more for each board position to be filled by the election. The Secretary shall be responsible for mailing with the notice of the meeting, or separately, but at least ten (10) days before the date of the meeting, a statement of the number of board members to be elected and the names, addresses, and biographical summary of the candidates nominated by the committee on nominations and by petition, as herein provided. Any fifteen (15) or more members acting together may make other nominations by petition and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. Nominations made by petition, if any, received on or before the fifteenth day of January of each year before the meeting shall be included on the official ballot. Later nominations by petition shall be treated as nominations from the floor. The Chairman shall call for additional nominations from the floor and nominations shall not be closed until one (1) minute has passed during which no additional nomination has been made. No member may nominate more than one (1) candidate. (Amended March 22, 2003)

SECTION 5. **Removal of Board Member by Members.**

Any member may bring charges against a board member and, by filing

with the Secretary such charges in writing together with a petition signed by at least ten per centum of the members or 200, whichever is the lesser, may request the removal of such board member. Such board member shall be informed in writing of the charges at least ten (10) days prior to the meeting of the members at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect to the charges; and the person or persons bringing the charges against him or her shall have the same opportunity. The question of the removal of such board member shall be considered and voted upon at the meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations. The unjustified failure of a board member to attend two-thirds or more of the regular meetings of the board of directors during each twelve month period beginning with the month of his or her election shall be grounds for removal. Notwithstanding the provision of Section 2 of Article IV or any other provision of these bylaws, a board member who moves his or her principal place of abode from the district he or she was elected or appointed to represent shall automatically be removed from the board upon such move of residence. (Amended March 29, 1992; March 28, 1994, March 22, 2003)

SECTION 6. Vacancies.

Subject to the provisions of these bylaws with respect to the filling of vacancies caused by the removal of board members by the members, a vacancy occurring in the board shall be filled by the affirmative vote of a majority of the remaining board members for the unexpired portion of the term, provided, however, that in the event the vacancy is not filled by the board within sixty (60) days after the vacancy occurs, the members shall have the right to fill such vacancy at a meeting of the members without compliance with the foregoing provisions in respect to nominations. However, any successor must reside in the same district as the vacant directorship. (Amended March 29, 1993)

SECTION 7. Compensation.

Board members shall not receive any salary for their services as such, except that members of the Cooperative, by resolution, may authorize a fixed sum for each day or portion thereof spent on Cooperative business, such as

attendance at meetings, conferences, and training programs for performing committee assignments when authorized by the board. If authorized by the board, board members may also be reimbursed for expenses actually and necessarily incurred in carrying out such Cooperative business or be granted a reasonable per diem allowance by the board in lieu of detailed accounting for some of these expenses. Board members who elect to participate may be extended various forms of liability, accident, and life insurance as well as participation in benefits provided to employees except for benefits based on salary. No board member shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of the board member receive compensation for serving the Cooperative. (Amended March 29, 1993; March 28, 1994; March 22, 2003)

SECTION 8. Rules, Regulations, Rate Schedules and Contracts.

The board of directors shall have power to make, adopt, amend, abolish and promulgate such rules, regulations, rate classifications, rate schedules, contracts, security deposits and any other types of deposits, payments or charges, including contributions in aid of construction, not inconsistent with law or the certificate of incorporation or bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative, or cause such to be submitted for any appropriate governmental regulatory approval. Further, the board of directors may constitute itself into committees for the purpose of studying and making recommendations to the full board in the course of its decisions processes. (Adopted March 29, 1993)

ARTICLE V MEETINGS OF BOARD

SECTION 1. Regular Meetings.

A regular meeting of the board shall be held without notice, immediately after, and at the same place as, the annual meeting of the members. A regular meeting of the board shall also be held monthly at such time and place within one of the counties served by the Cooperative as designated by the board. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof.

SECTION 2. Special Meetings.

Special meetings of the board may be called by the President or by any three (3) board members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or board members calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 3. Notice of Board Meetings.

Written notice of the time, place, and purpose of any special meeting of the board shall be delivered to each board member either personally or by mail, by or at the direction of the Secretary, by the President or one of the board members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited with postage prepaid in the United States mail addressed to the board member at his address as it appears on the records of the Cooperative, at least five (5) days before the date set for the meeting. (Amended March 28, 1994)

SECTION 4. Quorum.

A majority of the board shall constitute a quorum, provided, that if less than such majority of the board is present at said meeting, a majority of the board present may adjourn the meeting from time to time; and provided further, that the Secretary shall notify any absent board members of the time and place of such adjourned meeting. The act of a majority of the board members present at a meeting at which a quorum is present shall be the act of the board, except as otherwise provided in these bylaws.

SECTION 5. Unanimous Consent In Writing.

Unless otherwise prohibited by law, board actions may be taken without a meeting and without a vote if unanimous consent of the board is obtained in writing setting forth the action taken in detail and the document is signed by all board members entitled to vote. (Adopted March 29, 1993)

SECTION 6. Meeting by Teleconference.

Any meeting of the board may be held by teleconference. (Adopted March 29, 1993)

ARTICLE VI OFFICERS

SECTION 1. Number.

The officers of the Cooperative shall be a President, Vice-President, Secretary, Treasurer, and such other officers as may be determined by the board from time to time. The offices of Secretary and Treasurer may be held by the same person.

SECTION 2. Election and Term of Office.

The officers shall be elected annually by ballot, if there is a contest, and if not, by voice vote by and from the board of any other method designated by the person presiding at the meeting of the board held immediately after the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until the first meeting of the board following the next succeeding annual meeting of the members or until his successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the board for the unexpired portion of the term. (Amended March 29,1993; March 28, 1994)

SECTION 3. Removal of Officers and Agents by the Board.

Any officer or agent elected or appointed by the board may be removed by the board whenever it is the board's judgment that the best interests of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer and, by filing with the Secretary such charges in writing together with a petition signed by ten per centum of the members or 200, whichever is the lesser, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten (10) days prior to the board meeting at which the charges are to be considered and shall have an opportu-

nity at the meeting to be heard in person or by counsel and to present evidence with respect to the charges. The person or persons bringing the charges against him or her shall have the same opportunity. In the event the board does not remove such officer, the question of his or her removal may be considered and voted upon at the next meeting of the members. (Amended March 28, 1994)

SECTION 4. **President.**

The President shall:

(a) Be the principal executive officer of the Cooperative and, unless otherwise determined by the members or the board, shall preside at all meetings of the members and the board;

(b) Sign, with the Secretary, certificates of membership, the issuance of which shall have been authorized by the board or the members, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts, or other instruments authorized by the board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board or by these bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) In general perform all duties incident to the office of President and such other duties as may be prescribed by the board from time to time.

SECTION 5. **Vice-President.**

In the absence of the President, or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have the powers of and be subject to all restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned to him or her by the board. (Amended March 28, 1994)

SECTION 6. **Secretary.**

The Secretary shall be responsible for:

- (a) Keeping the minutes of the meetings of the members and of the board in books provided for that purpose;
- (b) Seeing that all notices are duly given in accordance with these bylaws or as required by law;
- (c) Safekeeping the corporate books and records and the seal of the Cooperative and affixing the seal of the Cooperative to all certificates of membership prior to the issue thereof, and to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these bylaws;
- (d) Keeping a register of the names and post office addresses of all members;
- (e) Keeping on file at all times a complete copy of the articles of incorporation and bylaws of the Cooperative containing all amendments thereto (which copy shall always be open to the inspection of any member) and, at the expense of the Cooperative, furnishing a copy of the bylaws and of all amendments thereto to each member; and (Amended March 29, 1993)
- (f) In general, performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the board. (Amended March 29, 1993; March 28, 1994)

SECTION 7. **Treasurer.**

The Treasurer shall be responsible for:

- (a) Custody of all funds and securities of the Cooperative;
- (b) Receiving and issuing receipts for all monies due and payable to the Cooperative and for the deposit of all such monies in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these bylaws; provided, however,

that the Treasurer shall have authority, with the approval of the board, to delegate to the General Manager the authority to appoint employees of the Cooperative to actually carry out the responsibilities set forth in this Section; and (Amended March 29, 1993; March 28, 1994)

(c) The general performance of all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the board; provided, however, with respect to the duties and responsibilities of the Treasurer, the Cooperative shall indemnify and hold the Treasurer harmless against any and all losses, claims, and/or damages which may be asserted against the Treasurer in his or her official capacity, unless such claim is a result of an act personally committed or omitted by the Treasurer resulting in loss to the Cooperative. (Amended March 29, 1993)

SECTION 8. **General Manager.**

The board may appoint a General Manager who may be, but who shall not be required to be, a member of the Cooperative. The General Manager shall perform such duties and shall exercise such authority as the board may from time to time vest in him or her. (Amended March 29, 1993)

SECTION 9. **Bonds.**

The Treasurer and any other officer, agent or employee of the Cooperative charged with responsibility for the custody of any of its funds or property shall be bonded in such sum and with such surety as the board shall determine. The board in its discretion may also require any other officer, agent, or employee of the Cooperative to be bonded in such amount and with such surety as it shall determine. The costs of all such bonds shall be borne by the Cooperative. (Amended March 29, 1993)

SECTION 10. **Compensation.**

The powers, duties, and compensation of officers, agents, and employees shall be fixed by the board subject to the provisions of these bylaws with respect to compensation for a board member and close relatives of a board

member.

SECTION 11. Reports.

At each annual meeting of the members, the officers of the Cooperative shall submit reports covering business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year. (Amended March 28, 1994)

ARTICLE VII INDEMNIFICATION OF OFFICERS, BOARD MEMBERS, EMPLOYEES AND AGENTS

SECTION 1. Indemnification.

(a) The Cooperative shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Cooperative by reason of the fact that he or she is or was a director, officer, employee or agent of the Cooperative as a director, officer, employee or agent of another cooperative, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Cooperative, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been found to be liable for willful or intentional misconduct in the performance of his or her duty to the Cooperative.

(b) No indemnification shall be provided by the Cooperative unless such indemnification is permitted under the laws of the State of Texas. The Cooperative shall provide indemnification as ordered by a court of competent jurisdiction.

(c) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Cooperative, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Cooperative in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Cooperative as authorized in this section.

(e) The indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper under the substantive standards established hereunder. Such determination shall be made (1) by the board of directors by a majority vote or a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the members, excluding the persons who are named as defendants in the legal proceeding.

(f) The Cooperative shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Cooperative or is or was serving at the request of the Cooperative as a director, officer, employee or agent of another cooperative, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Cooperative would have the power to indemnify him or her against such liability under the provisions of this section.

(g) Without limiting the power of the Cooperative to procure or maintain any kind of other arrangement, in lieu of purchasing

insurance, the Cooperative, for the benefits of the persons described in Paragraph (f) hereinabove may: (i) create a trust fund; (ii) establish any form of self insurance; (iii) secure its indemnity obligation by a grant of security interest or other lien on the assets of the Cooperative; or (iv) establish a letter of credit, guarantee or surety arrangement. (Article adopted March 29, 1993)

ARTICLE VIII NON-PROFIT OPERATION

SECTION 1. Interest or Dividends on Capital Prohibited.

The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefits of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

SECTION 2. Patronage Capital In Connection with Furnishing Telephone and Other Services.

In furnishing of telephone and other services the Cooperative's operations shall be so conducted that all patrons will, through their patronage, furnish capital for the Cooperative. In order to introduce patronage and to assure the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all patrons for all amounts received and receivable from the furnishing of telephone and other services in excess of operating costs and expenses properly chargeable against the furnishing of telephone and other services. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as capital. The Cooperative is obligated to pay by credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron, less the total amount owed the Cooperative by each patron, if any, from uncollected accounts is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his or her account. All such

amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts for capital. (Amended March 29, 1993; March 23, 2002)

All other non-operating income received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, retained by the Cooperative in a reserve account for the financing of construction or acquisition by the Cooperative of additional facilities, except to the extent otherwise determined by the Board. (Amended March 29, 1993; March 23, 2002).

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the board shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital credited to patrons' accounts may be retired in full or in part. Any such retirement of capital shall be made in order of priority according to the year in which the capital was furnished by the Cooperative being first retired.

Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or in part of such patron's premises served by the Cooperative unless the board, acting under policies on general application, shall determine otherwise. Patrons at any time may assign their capital credits back to the Cooperative, and the Cooperative is authorized to negotiate capital credit settlement arrangements with bankrupt persons. (Amended March 29, 1993)

Notwithstanding any other provisions of these bylaws, the board at its discretion, shall have the power at any time upon the death of any patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any patron immediately upon such terms and conditions as the board and legal representatives of such patron's estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be

impaired thereby. (Amended March 29, 1993)

All capital credits to be retired or refunded as determined by the board as provided herein, shall be refunded by issuing checks therefor and mailing same to the patrons at their last known address as reflected on the records of the Cooperative. After written notice to such patron at his or her last known address that such capital credit retirement was due him or her, any of said capital credits unclaimed, unpaid, uncashed or undelivered after a period of three (3) years, shall be deemed a contribution to capital of the Cooperative by such patron, and the Cooperative shall be authorized to transfer such amount to a "Retired Capital Credits - Gain" account. "In lieu thereof and to the extent permitted by law, the Cooperative is authorized to deposit or provide for the deposit of such amount or any portion thereof into the Dell Telephone Cooperative, Inc., Scholarship Fund." (Amended March 29,1993; March 28,1994; March 25, 1996)

The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the articles of incorporation and bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this article of the bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office. (Amended March 3, 1980)

**ARTICLE IX
DISPOSITION AND PLEDGING OF PROPERTY; DISSOLUTION
AND
DISTRIBUTION OF SURPLUS ASSETS UPON DISSOLUTION**

SECTION 1. Disposition And Pledging of Property.

(a) The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion in excess of ten percent (10%) of its total assets unless such sale, mortgage, lease or other disposition or encumbrance is:

(1) Authorized at a meeting of the then-total members by the affirmative vote cast in person, without proxies, of at least twothirds

(2/3) of the total members of the Cooperative; and

(2) Authorized by the holders of at least seventy-five percent (75%) of the outstanding indebtedness of the Cooperative; and

(3) Preceded by a notice of meeting at which such sale, mortgage, lease, or other disposition or encumbrance is to be voted on.

(b) Notwithstanding the foregoing provisions of this Section, the members of the Cooperative may, by the affirmative majority of votes cast in person at any meeting of the members, delegate to the board the power and authority:

(1) To borrow monies from any source and in any such amounts as the board may from time to time determine are needed in pursuit of the Cooperative's business purposes; and

(2) To mortgage or otherwise pledge or encumber any and all of the Cooperative's property or assets as security therefor; and

(3) With respect to other cooperative organizations only, to sell and lease back any of the Cooperative's property or assets.

(c) Further, notwithstanding the provisions of this Section, the board of directors shall have full power and authority without authorization by the members to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust of, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises, and permits of the corporation, whether acquired, or to be acquired, and wherever situated, as well as the revenues therefrom, all upon such terms and conditions as the board of directors shall determine, to secure any indebtedness of the Cooperative to the United States of America, any agency or instrumentality thereof, or any lending institution licensed by the Federal Government or a state.

(d) Supplementary to the foregoing paragraphs of this Section and any other applicable provisions of law or these bylaws, no sale, lease, lease-sale, exchange, transfer or other disposition within single calendar year, of physical plant of the Cooperative with net value in excess of ten percent (10%) of the Cooperative's total assets, based upon the most recent audit of the Cooperative, shall be authorized

except in conformity with the following:

(1) If the board looks with favor upon any proposal for such sale, lease, lease-sale, exchange, transfer or other disposition, it shall first cause three (3) independent nonaffiliated appraisers, expert in such matters, to render their individual opinions as to the value of the Cooperative with respect to such a sale, lease, lease-sale, exchange, transfer or other disposition, and as to any other terms and conditions which should be considered. The three (3) independent appraisers shall be designated by a district court resident judge for the judicial district in which the Cooperative's headquarters are located. If such judge refuses to make such designations, they shall be made by the board.

(2) If the board after receiving such appraisals (and other terms and conditions which are submitted if any) determines that the proposals should be submitted for consideration by members, it shall first give an opportunity to submit competing proposals by notice in appropriate publications other cooperatively organized entity shall be sent copies of any proposals which the Cooperative has already received and copies of the respective reports of the three (3) appraisers. Such other interested cooperatively organized entities shall be given not less than thirty (30) days during which to submit competing proposals, and the actual minimum period within which proposals are to be submitted shall be stated in the written notice given to them.

(3) Any fifty (50) or more members, by so petitioning the board not less than thirty (30) days prior to the date of such special or annual meeting, may cause the Cooperative, with the cost to be borne by the Cooperative, to mail to all members any opposing or alternative positions which they may have to the proposals that have been submitted or any recommendations that the board has made.

The provisions of (d) (1), (2), and (3) above shall not apply to a sale, lease, lease-sale, exchange, transfer or other disposition to one or more telephone cooperatives if the substantive or actual legal effect thereof is to merge or consolidate with such other one or more telephone cooperatives. (Amended March 28, 1994)

SECTION 2. **Dissolution.**

The Cooperative may be dissolved by a two-thirds vote cast in person of the total members of the Cooperative. The vote must be taken at a regular meeting, or at any special meeting of the members called for that purpose. A certificate of dissolution shall be signed by the President or Vice-President and attested by the Secretary certifying to such dissolution and stating that they have been authorized to execute and file such certificate by votes cast in person by a two-thirds (2/3) vote of all of the members of the Cooperative. A certificate of dissolution shall be executed, acknowledged, filed, and recorded in the same manner as the original articles of incorporation of the Cooperative. As soon as the Secretary of State shall have accepted the certificate of dissolution for filing and recording and issued a certificate of dissolution, the Cooperative shall be deemed to be dissolved.

The Cooperative shall nevertheless continue for the purpose of paying, satisfying, and discharging any existing liabilities and obligations, and collecting or liquidating assets, and doing all other acts required to adjust and wind up its business and affairs, and may sue and be sued in its corporate name. (Amended March 28, 1994)

SECTION 3. Distribution of Surplus Assets on Dissolution.

Any assets remaining after all liabilities or obligations of the Cooperative have been satisfied or discharged, shall be distributed, first, to patrons for the pro-rata return of all amounts standing to their credit by reason of their patronage, and, second, to members for the pro-rata repayment of membership fees. Provided, however, that if in the judgment of the board the amount of such surplus is too small to justify the expense of making such distribution, the board may in lieu thereof and to the extent permitted by law, donate or provide for the donation of, such surplus to one or more non-profit, charitable, or educational organizations that are exempt from federal income taxation. (Article adopted March 29, 1993)

ARTICLE X SEAL

The corporate seal of the Cooperative shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal of Texas."

**ARTICLE XI
FINANCIAL TRANSACTIONS**

SECTION 1. Contracts.

The board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances. (Amended March 22, 2003)

SECTION 2. Checks, Drafts, etc.

All checks, drafts, or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the board.

SECTION 3. Deposits.

All funds except petty cash of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the board may select.

SECTION 4. Accounting System and Report.

The board shall have power to establish and maintain a complete accounting system. The board shall also cause to be made by a certified public accountant a full and complete annual audit of the accounts, books, and financial condition of the Cooperative. The results of such audit shall be reported to the members at the next following annual meeting. (Amended March 29, 1993)

SECTION 5. Fiscal Year.

The fiscal year of the Cooperative shall begin on the first day of January of each year and shall end on the thirty-first day of December of the same

year.

ARTICLE XII MISCELLANEOUS

SECTION 1. Membership In Other Organizations.

The Cooperative may become a member of or purchase stock in other profit or non-profit organizations, associations, partnerships or joint ventures when the board finds that the general or long-term interests of its membership will be served by such investments or participation. (Amended March 29, 1993)

SECTION 2. Waiver Of Notice.

Any member or director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in case a member or director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened. (Amended March 29, 1993)

SECTION 3. Rules of Order.

Parliamentary procedure at all meetings of the members, the board, or any committee associated with the Cooperative, shall be governed by the most recent edition of Robert's Rules of Order, except to the extent such procedure is otherwise determined by law of the Cooperative's certificate of incorporation or bylaws. The Chair may relinquish control of the meeting to another person when the Chair believes it appropriate for the purpose of the meeting. (Amended March 29, 1993)

SECTION 4. Rules and Regulations.

The board shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation or these bylaws,

as it may deem advisable for the management of the business and the affairs of the Cooperative. (Amended March 29, 1993)

SECTION 5. **Area Coverage.**

The board shall make diligent effort to see that telephone service is extended to all unserved persons within the Cooperative service area who (a) desire such service and (b) meet all reasonable requirements established by the Cooperative as a condition of such service.

SECTION 6. **Nepotism.**

No person shall be eligible to become or remain a director of the Cooperative who is a close relative of an incumbent director or of an employee of the Cooperative. (Amended March 29, 1993; March 22, 2003)

SECTION 7. **“Close Relative” Defined.**

As used in these bylaws, “close relative” means a person who is related to the principal person by consanguinity or affinity, to the second degree or less - that is, a person who is either a spouse, child, grandparent, parent, brother, sister, aunt, uncle, nephew or niece, by blood or in-law, of the principal. (Amended March 29, 1993; March 28, 1994; March 22, 2003)

ARTICLE XIII AMENDMENTS

These bylaws may be altered, amended, or repealed by the members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal; provided, further, Article IX (relating to disposition and pledging of property) and Article XIII (relating to amendment) of the bylaws may be altered, amended, or repealed only by the affirmative vote cast in person of not less than two-thirds (2/3) of members. (Amended December 3, 1984) (Amended March 29, 1993)

ARTICLE XIV STATEMENT OF NONDISCRIMINATION

It is the policy of Dell Telephone Cooperative, Inc. that no person shall, on the ground of race, color, sex, religion, age, or national origin or ancestry, or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of its program and the operation of its facilities in accordance with applicable laws. Under a Compliance Assurance filed with the Rural Electrification Administration that the Cooperative will comply fully with all requirements of Title VI of the Civil Rights Act of 1964 and the Rules and Regulations issued thereunder, the Cooperative is committed not to discriminate against any person on the ground of race, color, sex or national origin in its policies and practices relating to treatment of beneficiaries and participants including rates, conditions and extension of service, use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants in the conduct of the operations of the organization.

Any person who believes himself or herself, or any specific class of individuals, to be subjected by this organization to discrimination prohibited by Title VI of the Act and the Rules and Regulations issued thereunder may, by himself or herself or by a representative, file with the Secretary of Agriculture, Washington, D.C. 20250, or the Rural Electrification Administration, Washington, D.C. 20250, or this organization, or all, a written complaint. Such complaint must be filed not later than 180 days after the alleged discrimination, or by such later date to which the Secretary of Agriculture or the Rural Electrification Administration extends the time for filing. Identity of complainants will be kept confidential except to the extent necessary to carry out the purpose of the Rules and Regulations. Any person believing himself or herself to be subject to discrimination under any other applicable law may pursue the procedure appropriate under such law. (Article adopted March 29, 1993)

**Dell Telephone
Cooperative, Inc.**

BYLAWS

(Changes Adopted March 22, 2003)

Denny Bergstrom

General Manager/Executive Vice President

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