



CJ-18-6717
Andrews

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

DEC - 6 2018

OKLAHOMA EDUCATIONAL TELEVISION)
AUTHORITY FOUNDATION, INC.,)

RICK WARREN
COURT CLERK

Plaintiff,)

40

vs.)

CJ-2018-6717

OKLAHOMA EDUCATIONAL TELEVISION)
AUTHORITY,)

Defendant.)

PETITION FOR DECLARATORY JUDGMENT

The Plaintiff, Oklahoma Educational Television Authority Foundation, Inc. (the "Foundation"), alleges for its cause of action for declaratory judgment against the Defendant, Oklahoma Educational Television Authority ("OETA"), as follows:

1. Foundation was incorporated on December 17, 1982 as a not-for-profit corporation under the laws of Oklahoma.
2. Foundation currently exists as a not-for-profit corporation under the laws of Oklahoma.
3. On December 2, 1985, the Internal Revenue Service ("IRS") issued its definitive determination that the Foundation is an organization exempt from taxation under Sections 170(b)(1)(A)(vi), 501(c)(3) and 509(a)(1) of the Internal Revenue Code ("Code").
4. The Foundation currently remains exempt from taxation under the Code.
5. The Foundation's principal office is located at 7403 North Kelley Avenue, Oklahoma City, Oklahoma 73111.
6. One of the Foundation's purposes (which the Foundation has fulfilled for more than 35 years) is to provide financial and other support to OETA. (See current Articles of

Incorporation, as amended, attached as **Exhibit 1.**)¹

7. OETA is an instrumentality of the State of Oklahoma created by House Bill 1033 enacted in 1953 and continuing pursuant to 70 O.S. 23-105.

8. OETA's principal office is located at 7403 North Kelley Avenue, Oklahoma City, Oklahoma 73111.

9. An actual controversy exists between OETA and the Foundation concerning the actions which the Foundation may take with respect to its assets and activities.

10. On several occasions, OETA has questioned the Foundation's actions with respect to the Foundation's assets and the conduct by the Foundation of its mission.

11. OETA has asserted its efforts to obtain complete and unfettered control over all of the communications and assets of the Foundation through its efforts to procure an agreement (the "Control Agreement") with the Foundation.

12. OETA's efforts to consummate the Control Agreement include but are not limited to (a) the submission of the Control Agreement to the Foundation, (b) the ratification of the Control Agreement by OETA's Executive Committee of its Board of Directors, (c) the press release issued by OETA's Chairman of the Board ("Chairman") in which he publicly stated that the Control Agreement was "urgently needed" to enable OETA to increase the "institutional control" over the Foundation, and (d) a personal meeting on July 17, 2018 initiated by OETA's Chairman in which OETA's Chairman asked representatives of the Foundation whether or not the Foundation was going to sign the Control Agreement.

13. The Control Agreement required by OETA is attached **Exhibit 2.**

14. To avoid any doubt that OETA is attempting to obtain complete and unfettered

¹The attached Amended Articles have been amended but no amendment has been made to the Purpose" or "Powers" sections. All highlights on exhibits are added for emphasis. Redactions of email addresses are for privacy.

dominion and control over the Foundation, a review of the Control Agreement which OETA has urged provides, among other text, the following text at paragraphs 13.a and 13.b of the Control Agreement:

- "a. All proposed Foundation communications and publications shall be submitted to OETA for review and approval prior to public distribution.
- b. All proposed Foundation events shall be submitted to OETA for review and approval prior to execution and public announcement."

15. Additionally, paragraph 20 of the Control Agreement enables OETA to terminate the Control Agreement at any time, without cause, and then immediately obtain all of the Foundation's assets. Paragraph 20 of the Control Agreement reads, in its entirety, as follows:

- "20. This Agreement may be terminated in whole or in part by written notice thirty (30) days prior to execution of termination by written notice to the Foundation. In the event of termination under this clause the Foundation shall transfer to OETA or to a qualifying organization designated by OETA all unobligated, restricted, and unrestricted funds in its custody given for the benefit of OETA."

16. The resolution dated May 29, 2018, of OETA's Board of Directors approving the Control Agreement is attached as **Exhibit 3**, and includes the following text:

"THAT, the proposed updated Memorandum of Understanding (MOU) between OETA and the OETA Foundation, Inc. as drafted by the OETA Executive Committee and transmitted to the OETA Foundation, Inc. Executive Committee on 22-March-2018 is **duly endorsed by the full OETA Board of Directors and should be adopted by the OETA Foundation, Inc. Board of Trustees as soon as possible; and,**" (Emphasis added.)

17. The press release issued on May 29, 2018 by the Chairman, Mr. Garrett King, advising the public of the urgent need for the Control Agreement, is attached as **Exhibit 4**.

18. One purpose, as stated in the press release by the Chairman, of the Control Agreement is "to protect the philanthropic investments of OETA's many generous private donors and underwriters."

19. Directly **contrary** to OETA's stated purpose is a written admonishment dated June 26, 2018 from a very substantial donor, the Kirkpatrick Foundation, issued to the Foundation's Board of Directors, OETA's Board of Directors, the Executive Director of OETA, and the President of the Foundation, stating that if the Foundation came under the supervision of OETA, then the Kirkpatrick Foundation will consider that control to cause the Foundation to be an arm of a state agency, thereby preventing the Kirkpatrick Foundation from making future contributions to the Foundation. A copy of the letter from the Kirkpatrick Foundation is attached as **Exhibit 5**, but for privacy the amount contributed by the Kirkpatrick Foundation has been redacted.

20. Notwithstanding OETA's receipt of the Foundation's Objection to Control Letter (as defined in paragraph 168), and notwithstanding OETA's receipt of the letter from the Kirkpatrick Foundation, OETA continued to pursue the Control Agreement, evidencing OETA's disregard for the potential loss of very financially material philanthropic contributions, which actions by OETA include, but are not limited to, the initiation of and attendance at a personal meeting, on July 17, 2018, in Oklahoma City, Oklahoma, with representatives of the Foundation's Board in which OETA Chairman King unambiguously asked the Foundation representatives whether or not the Foundation would sign the Control Agreement.

21. Mr. King was advised that the Foundation would not sign nor negotiate the Control Agreement at which point he announced that he had no other items that he needed to discuss but that he would listen to the Foundation's concerns.

22. Chairman King was asked to provide an agenda for the July 17, 2018 meeting, but never did so.

23. Another very substantial donor ("Substantial Donor") made the decision to cease

making contributions to the Foundation, based exclusively on the efforts of OETA to gain control over the Foundation.² In an email dated July 25, 2018, the Substantial Donor stated, in part, to Foundation President Dowdy:

"The independence of the Foundation from the Authority was one of the major considerations in our decision not only to become a major donor to the Foundation but to provide a significant gift to the Foundation upon ...

We have NO INTEREST in contributing to the Foundation if its independence is usurped by what is an instrumentality of the State....

Reluctantly, we are hereby suspending our continuing funding to the Foundation until such time that a satisfactory resolution of these negotiations can be achieved."

(See **Exhibit 6**, emphasis is in the email.)

24. Notwithstanding the foregoing, as recently as December 3, 2018, Chairman King was still promoting the Control Agreement (**Exhibit 6.A**).

25. The actual controversy is further evidenced by a letter dated August 15, 2018 from OETA's counsel to the Board of Trustees of the Foundation directing them to preserve all records, and a comparable letter from the Foundation's counsel directing OETA to preserve all records, and the delivery by OETA to the Foundation of the "Controversy Memo" (as defined in paragraph 137).

26. Although the Foundation has provided more than \$67,500,000 to or for the benefit of OETA since 1989, OETA has taken and continues to take actions which are directly adverse to the Foundation, as more specifically set forth in this Petition.

27. The Foundation has a legal interest in its assets, its ability to continue to raise funds from donors, its ability to protect its assets, and the proprietary protection of its assets

²For privacy purposes, the name of the Substantial Donor is not disclosed and portions of the Substantial Donor's email referenced in this paragraph are redacted. The Foundation will make full disclosure of the identity of the Substantial Donor and the email from the Substantial Donor upon the execution of a mutually acceptable confidentiality agreement or protective order.

afforded to it under the law, and its ongoing operations as a not-for-profit corporation, all of which are for the benefit of OETA, and all of which are being impaired by OETA.

28. As set forth below, the issue involved is ripe for judicial determination.

29. The sole relief requested by the Foundation is that this Court rule that the Foundation may consider all facts, including but not limited to the facts alleged in this Petition, when determining the amount and timing of distributions to be made by the Foundation to OETA, or by the Foundation for the benefit of OETA.

NEGLIGENT DUE DILIGENCE BY OETA IN HIRING POLLY ANDERSON AS ITS EXECUTIVE DIRECTOR

30. In or about October of 2017, OETA hired Ms. Polly Anderson ("Ms. Anderson") as OETA's Executive Director ("Executive Director").

31. In a press release published by *Edmond Life & Leisure* on October 26, 2017, that newspaper quotes OETA Board Chair Garrett King, in part, as saying "Polly Anderson brings invaluable experience and perspective to the role of OETA's chief executive." See **Exhibit 7**.

32. The *Edmond Life & Leisure* lists New Mexico PBS, WUCF in Orlando (i.e., the University of Central Florida), and KWBU TV/FM in Waco, Texas.

33. Of the three employers listed by the *Edmond Life & Leisure*, UCF was Ms. Anderson's employer most recent to her hiring by OETA.

34. Mr. King completely failed to disclose to the citizens of Oklahoma of the issues involving Ms. Anderson's previous employment with the University of Central Florida ("UCF") resulting in her execution of a Separation Agreement with UCF (the "Separation Agreement") after she was placed on administrative leave by UCF on December 7, 2015. A copy of UCF's notice to Ms. Anderson advising her that she was placed on administrative leave is attached as **Exhibit 8**.

35. On December 17, 2015, Ms. Anderson (with the representation of independent counsel) executed the Separation Agreement attached as **Exhibit 9** which included the following text (Ms. Anderson is the "Employee"):

"Employee **acknowledges** that because of circumstances unique to the Employee, including but not limited to irreconcilable differences with the Employer [UCF], the Employee is **not qualified to hold any position** with Employer now or in the future..." (Emphasis added.)

36. On January 8, 2016, UCF issued to Ms. Anderson an official reprimand for her actions (the "Official Reprimand"), a copy of which is attached as **Exhibit 10**.

37. Text of that Official Reprimand included the following:

"You were directed by the university on December 7, 2015, not to access any university equipment, property or controlled access information. As a result, you were provided an alternate email address for business communications (pollyanderson2@ucf.edu).

On December 18, 2015, you gained access to your former UCF email address (polly.anderson@wucftv.org). With that access, you forwarded emails to a personal email address (polly...). Most disturbingly, you also deleted emails from your work inbox, sent and deleted items folders.

...

You were insubordinate in your actions and violated UCF policy 2-100.4 (as well as potentially violated Florida Statutes ch. 119) regarding the retention of public records."

(Emphasis added.)

38. On June 22, 2018, representatives of the Foundation delivered Exhibits 8, 9 and 10 to representatives of OETA, and to the best of the Foundation's knowledge, no disclosure has ever been made by OETA to the public regarding the prior employment-related issues of Ms. Anderson.

39. Attached as **Exhibit 10.A** is an unsigned report from UCF regarding Ms. Anderson while she was employed by UCF, which states, among other items, (a) "I routinely had

her employees come to me in tears about her disrespectful actions," (b) "Within the first year, more than half a dozen employees left", (c) "With HR's assistance, we hired a leadership coach as a final step to help PA, but did not take that step due to a report from University Audit", (d) "On November 30, I received a report from University Audit that found PA violated university policy regarding use on institutional resources for personal gain," (e) "In the case of a board seat she personally wanted, PA overrode her team and cancelled pending revenue-generating contracts with the Science Center to trade on-air promotion for her seat on the board", (f) "PA routinely disregarded my direct instructions. Early in her tenure, she removed my name from WUCF TV production credits and the website without seeking my permission," (g) "The bottom line with these issues is that they combine to show two things: 1) PA's failed leadership and erratic [sic] created a toxic work culture of mistrust. 2) I lost faith and confidence that PA was telling me the truth, that I could trust her and that the station was better off with her as executive director."

40. Attached as **Exhibit 11** are notes of a meeting on December 7, 2015 with Ms. Anderson and representatives of UCF concerning Ms. Anderson's employment by UCF.

41. Exhibits 8 through 11, as well as more than one hundred additional pages of documents, have been made available by UCF to the Foundation upon an open records request to it and are all public records.

42. Based on the availability of the records upon an open records request to UCF, and OETA's failure to disclose any negative statement about Ms. Anderson's past employment in the arena of public broadcasting, it appears that either (a) OETA never conducted appropriate background research and an open records request in reviewing the appropriateness of hiring Ms. Anderson as the Executive Director of OETA, in charge of all aspects of public broadcasting in

Oklahoma, and in charge of all tax revenue appropriations allocated to OETA, or (b) conducted a background check and an open records request of UCF and chose to forbear from disclosing to Oklahomans the data received by it.

**REPRESENTATIONS TO THE
UNITED STATES DEPARTMENT OF THE TREASURY (a/k/a the "IRS")**

43. Ms. Anderson has never been, and is not currently, an employee, officer, director or trustee of the Foundation.

44. The Foundation received a letter dated April 5, 2018 from the IRS addressed to "Oklahoma Educational Television Authority Foundation, Inc., o/o Polly Anderson" (the "IRS Letter") enclosing documents regarding the Foundation responding to her letter. See **Exhibit 12**.

45. The Foundation, to be sure that the IRS did not err by referring to "Oklahoma Educational Television Authority Foundation, Inc." in the IRS Letter, submitted to OETA an open records request dated October 2, 2018 in which, among other items, the following was requested:

"Any and all correspondence from the Authority OR its Executive Director to the Internal Revenue Service during the 12 month period preceding the date of this request."

See **Exhibit 13**.

46. On October 12, 2018, Ms. Anderson, as Executive Director, responded by stating, in part, "there is no correspondence from the Authority or Executive Director to the Internal Revenue Service in the past twelve month period." See **Exhibit 14**.

47. Executive Director Ms. Anderson's letter of October 12, 2018 stating that neither the Authority nor the Executive Director corresponded to the IRS in the 12 month period ended October 12, 2018 reasonably confirms the conclusion that an individual named Polly Anderson held herself out to the IRS as being a representative of the Foundation.

48. Ms. Anderson has never had any authorization to hold herself out to the public or to the IRS as a representative of the Foundation.

**UNAUTHORIZED USE OF THE FOUNDATION'S
CREDIT CARD BY AN EMPLOYEE OF OETA**

49. In May, 2018, the Foundation received the billing statement for America Express credit card ending in 82004 issued to the Foundation/Daphne Dowdy (the "Foundation's credit card"). Page 5 of the billing statement is attached as **Exhibit 15**. (Account number redacted for privacy.)

50. The billing statement listed a charge, previously unbeknownst to the Foundation, for \$115.47 payable to GODADDY.COM.

51. The subsequent research of that charge by the Foundation which was prompted by its review of the unauthorized expense on the Foundation's credit card revealed that customer #5486342 made the charge. (See **Exhibit 16**.)

52. Customer #5486342 is an account managed by XXX. (Redacted for privacy.)

53. XXX has been an employee of OETA for many years and, based on information and belief, that was the first time he/she ever used the Foundation's credit card without approval by Foundation personnel. (Redacted for privacy.)

54. No representative of OETA ever requested permission to use the Foundation's credit card to make the purchase for \$115.47, nor advised the Foundation of OETA's use of the Foundation's credit card to make that purchase.

55. The use of the Foundation's credit card was to register, for OETA, domain names for (a) oetafdn.com, and (b) oetafdn.net, thereby directly and intentionally interfering with the Foundation's ability to register domain names to assist in a function of raising charitable contributions.

56. The unauthorized use of the Foundation's credit card is the unauthorized exercise by OETA of dominion and control of the Foundation's assets.

**STRONG EVIDENCE EXISTS FOR THE CONCLUSION THAT
MS. ANDERSON HAS, ON AT LEAST THREE OCCASIONS, ENGAGED
IN THE UNAUTHORIZED ACCESS OF THE DIGITAL CALENDAR
OF THE FOUNDATION'S PRESIDENT, DAPHNE DOWDY**

57. Ms. Dowdy started receiving notifications from her Microsoft Outlook system stating that Ms. Anderson was forwarding to herself Ms. Dowdy's calendar entries.

58. Attached as **Exhibit 17** are printouts from Ms. Dowdy's Outlook which specify the following, as noted by Exhibit 17:

- On Monday, February 12, 2018, at 2:23 p.m., Ms. Anderson forwarded to herself, and accepted a meeting on Ms. Dowdy's calendar set for Monday, February 12, 2018, from 1:00 p.m. to 2:00 p.m.
- On Monday, February 12, 2018, at 2:25 p.m., Ms. Anderson forwarded to herself, and accepted a meeting on Ms. Dowdy's calendar set for Wednesday, February 14, 2018, from 1:00 p.m. to 2:00 p.m.
- On Monday, February 12, 2018, at 2:26 p.m., Ms. Anderson forwarded to herself, and accepted a meeting on Ms. Dowdy's calendar set for Tuesday, February 27, 2018, from 10:00 a.m. to 12:00 p.m.

59. As a result of the Microsoft Outlook system notification, the Foundation engaged the IT services of an independent contractor, Mr. Terry Farris. Mr. Farris issued his report on the unauthorized access to Ms. Dowdy's Outlook calendar. His report is attached as **Exhibit 18**. He concluded that "panderson@oeta.tv had been granted full read/write permission at the Outlook server level by an administrator."

**STRONG EVIDENCE EXISTS TO CONCLUDE THAT OETA HAS INTENTIONALLY
ALTERED, INFRINGED UPON AND UNDERMINED THE FOUNDATION'S
COPYRIGHTED PRODUCTION IN WHICH THE FOUNDATION
RECOGNIZED THE GENEROSITY OF SEVERAL OF THE
FOUNDATION'S SUBSTANTIAL DONORS**

60. In June of 2018, the Foundation submitted to OETA for OETA's potential broadcast, a production in which the Foundation recognized the generosity of several substantial

donors to the Foundation (the "Recognition Spot").

61. The Recognition Spot honored such donors as members of the OETA Foundation Producers Club, which is a recognition bestowed upon donors who make substantial contributions to the Foundation.

62. Upon receipt of the Recognition Spot, OETA under the direction of Executive Director Ms. Anderson and without the knowledge or consent of the Foundation, (a) removed all references to the "OETA Foundation Producers Club" and instead referred to the "OETA Producers Club", although the contributions were made to the Foundation, (b) misspelled the name of one of the Foundation's significant donors named in the Recognition Spot, and (c) broadcast the copyrighted Recognition Spot, as altered, and without the approval or consent of the Foundation. (Attached collectively as **Exhibit 19** are screenshots of the spots submitted by the Foundation and altered by OETA.

63. OETA does not even have a Producers Club.

64. Foundation President Ms. Dowdy confronted, via email dated September 10, 2018, OETA Executive Director Ms. Anderson about OETA's unauthorized alterations.

65. On September 11, 2018, Ms. Anderson stated to Ms. Dowdy, via email to Ms. Dowdy, stating "We produced what we were asked to produce."

66. In response to Ms. Anderson's statement, Ms. Dowdy provided documented proof to Ms. Anderson that OETA's staff had unilaterally changed the content of the Recognition Spot without any request by the Foundation.

67. In response to Ms. Dowdy's presentation of documented proof that OETA altered the control of the Recognition Spot without the request of the Foundation, Ms. Anderson responded "Ok. Thanks."

68. The email string referenced in paragraphs 64 through 67 is attached as **Exhibit 20**.

69. A subsequent recognition spot was submitted by the Foundation to OETA for air. That spot included the Foundation's copyright notice, however, that spot was also edited by OETA without the Foundation's consent, to remove all references to the Foundation, including the Foundation's copyright notice.

70. The actions taken by OETA with respect to the Recognition Spot and subsequent recognition spots directly interfere with the Foundation's efforts to raise charitable contributions.

71. The actions taken by OETA in altering the content of the Recognition Spot and removing the copyright notice in the subsequent recognition spot constitute intentional actions to infringe upon the copyrighted material of the Foundation.

OETA'S ACTIONS REGARDING "WHAT'S THE DEAL?" ARE CAUSING AN INCREASE IN FUNDRAISING EXPENSES TO THE FOUNDATION, UNDERMINING AN EXISTING GRANT COMMITMENT, AND IMPAIRING EDUCATIONAL OPPORTUNITIES TO THE CHILDREN OF OKLAHOMA

72. For two seasons prior to the arrival of Ms. Anderson as OETA's Executive Director, OETA produced a digital series known as "What's the Deal?" ("WTD").

73. WTD is an educational series geared toward children which, prior to its cancellation by Ms. Anderson, was used as an educational program by almost 200 schools in Oklahoma.

74. In July of 2015, OETA was awarded an Emmy© for its production of WTD.

75. The third season of WTD was to consist of eight episodes focusing on critical science, technology, engineering and math concepts in aerospace aviation. (See **Exhibit 21**.)

76. On January 29, 2018, OETA advised the Foundation that it was "Waiting for the new STEM standards before any more of this project is produced." (See **Exhibit 22**).

77. Generally, OETA, via its Executive Director, cited two reasons for its decision to forbear from broadcasting the episodes of Season 3 of WTD, being (a) WTD did not satisfy the standards for science, technology, engineering and mathematics ("STEM standards") advocated by the Oklahoma State Department of Education ("SDE"), and (b) the Boeing Corporation, as a material contributor to the Foundation to assist in financing the production of WTD, would receive an improper benefit for making a contribution for WTD ("pay to play").

78. On January 29, 2018, Mickie Smith, of the Foundation, responded, via email, to Ms. Anderson's concern about compliance with new STEM standards, explaining that no STEM standards were pending, that the SDE was excited to learn of the continuation of WTD, and Ms. Smith provided to Ms. Anderson an email link to the framework for the STEM standards (Exhibit 22).

79. On January 23, 2018, Talia Rosen, who is an Assistant General Counsel and Senior Director within the Standards and Practices Division of the Public Broadcasting Service ("PBS"), ruled that it was permissible for Boeing to be a funder for seasons of WTD, including aerospace (see **Exhibit 23.**)

80. Ms. Anderson was specifically advised, via email, on January 29, 2018 that PBS reviewed the funding of Boeing and did not object.

81. The Oklahoma SDE assisted the Foundation in obtaining funding for WTD.

82. On October 4, 2017, Dr. Robyn R. Miller, the Deputy Superintendent for Educator Effectiveness & Policy Research for the SDE, issued an email to the Foundation, upon being advised that Boeing had issued its grant for the WTD series on aerospace, stating "Congratulations! **These curriculum guides are sure to be very powerful**, particularly due to the hands-on activities." (See **Exhibit 24**, emphasis added.)

83. On October 6, 2017, SDE Superintendent Joy Hofmeister, and a member of the Board of Directors and Executive Committee of OETA, thanked President Dowdy for procuring the Boeing grant (see Exhibit 24).

84. Nevertheless, on May 11, 2018, Ms. Anderson not only reaffirmed her decision to cease the pending season of WTD, but also took actions to impair access by the citizens of Oklahoma to the previous seasons of WTD, neither of which had anything to do with aerospace (see Exhibit 25).

85. On March 5, 2018 and on May 11, 2018, Ms. Anderson issued an email to Ms. Dowdy stating, in part, "Please see the attached email from March 5, 2018. You were notified at that time that you had no rights to the name or any other component of the series, "What's the Deal?". They are copyrighted materials of OETA. We have ceased production and all other aspects of the program are now being eliminated."

86. A copyright search conducted on November 21, 2018 with the United States Copyright Office revealed no copyright grant to OETA. (See Exhibit 26.)

87. OETA's actions have caused a financial impact to the Foundation, and have directly and adversely affected the educational opportunities available to the children of Oklahoma.

**OETA HAS INTENTIONALLY INTERFERED WITH
THE FOUNDATION'S EFFORTS TO COMPLY WITH A RECOMMENDATION
MADE BY THE OKLAHOMA ATTORNEY GENERAL ("OAG")**

88. In the spring of 2018, the OAG reviewed the relationship between OETA and the Foundation (the "OAG Review").

89. As a result of the OAG Review, the OAG recommended that with respect to OETA's website (which the Foundation pays for but OETA manages), there should be a clear

distinction of the Foundation's donation link on that website.

90. The day prior to one of the Foundation's pledge drives, OETA removed a "support public television" label on the website which linked to the Foundation's donation page.

91. The removal of the link was an intentional interference with the Foundation's efforts to raise funds for contributions.

92. As a result of the removal, Ms. Dowdy advised Ms. Anderson, via email, on June 1, 2018 that the link was necessary to enable the Foundation to comply with the recommendation of the OAG that there be a clear distinction of the Foundation's donation link (see **Exhibit 27**).

93. Ms. Anderson, with knowledge of the Foundation's efforts to comply with the recommendation of the OAG, did nothing to reverse the removal of the "support public television" link one day prior to the pledge drive.

**THE DEPARTURE OF KEY PERSONNEL OF OETA HAVE
CAUSED THE FOUNDATION TO CONSIDER BUDGET ISSUES**

94. Ms. Jesse Crino, formerly the Production Manager, Creator and Host of WTD, resigned in March, 2018, after 13 years of employment by OETA.

95. Mr. George Taylor, formerly OETA's Vice President of Finance, abruptly resigned in June of 2018, without notice, thereby adversely affecting the budget process between the Foundation and OETA.

96. Lis Exon, Tulsa News Bureau Report/Producer, retired in August of 2018, after approximately 15 years of employment with OETA.

**THE ABRUPT EXIT BY OETA FROM A STATE-WIDE JOURNALISM
COLLABORATION HAS AFFECTED FUNDRAISING AND
THE ABILITY OF THE FOUNDATION TO BE A COLLABORATIVE
PARTICIPANT WITH OKLAHOMA'S FLAGSHIP UNIVERSITIES**

97. In 2015, Mr. Dan Schiedel, who was the Executive Director of OETA, initiated

a collaboration among OETA, the Foundation, University of Oklahoma, Oklahoma State University, KOSU and Oklahoma Watch (the "Collaborative Group") for the purpose of submitting a joint grant application to the Corporation for Public Broadcasting.

98. In July of 2017, after more than two years of collective efforts and processing the grant application, the Collaborative Group received a grant of \$79,000 from the Corporation for Public Broadcasting, so as to enhance journalism in Oklahoma.

99. In January of 2018, Ms. Anderson withdrew OETA from the Collaborative Group, which had worked together for almost three years to enhance journalism in Oklahoma.

SINCE OCTOBER 17, 2018, OETA HAS BEEN OFFERED BY THE FOUNDATION, AND HAS REFUSED TO ACCEPT, IN EXCESS OF \$1,200,000 IN COMMUNITY SERVICE GRANT FUNDS WHILE ACCUSING THE FOUNDATION OF WITHHOLDING FUNDS AND THEREBY JEOPARDIZING OETA

100. As an alternate payee for the benefit of OETA, the Foundation has received community service grant funds ("CSG funds") from the Corporation for Public Broadcasting for the benefit of OETA.

101. The Foundation manages and expends the CSG funds on OETA's behalf and, on occasion, distributes CSG funds directly to OETA upon OETA's request, asking only for a subsequent expenditure report by OETA for such transfers of CSG funds, so as to promote financial accountability and financial transparency.

102. OETA has not submitted to the Foundation the expenditure reports requested by the Foundation with respect to the Foundation's transfer of CSG funds to OETA.

103. On July 10, 2018, OETA requested the Foundation to disburse to OETA the amount of \$250,000 in CSG funds.

104. On July 16, 2018, The Foundation requested OETA to keep a detailed accounting of the Foundation's use of the \$250,000 of CSG funds (the "OETA \$250,000 Accountability and

Transparency Report") and submit that report to the Foundation by October 1, 2018 (see **Exhibit 28**).

105. On July 20, 2018, by check no. 9504, the Foundation disbursed \$250,000 in CSG funds to OETA.

106. On July 24, 2018, OETA requested the Foundation to disburse to OETA an additional amount of \$75,000 in CSG funds.

107. On July 25, 2018, by check no. 9522, the Foundation disbursed \$75,000 in CSG funds to OETA.

108. On October 2, 2018, the Foundation again asked OETA to provide the OETA \$250,000 Accountability and Transparency Report and also asked for a use-of-funds report for the \$75,000 which was transferred by the Foundation to OETA on July 25, 2018 (the "OETA \$75,000 Accountability and Transparency Report") (see **Exhibit 29**).

109. On October 4, 2018, OETA requested the Foundation to disburse to OETA an additional amount of \$250,000 in CSG funds.

110. On October 8, 2018, the Foundation again asked OETA to provide the OETA \$250,000 Accountability and Transparency Report, and to provide the \$75,000 Accountability and Transparency Report (**Exhibit 30**).

111. On October 16, 2018, the OETA renewed its request of October 8, 2018 to receive \$250,000 in CSG funds.

112. On October 16, 2018, because OETA had not provided the \$250,000 Accountability and Transparency Report, or the \$75,000 Accountability and Transparency Report, the Foundation offered to immediately distribute **all** of the CSG funds (in excess of \$1,200,000) to OETA (see **Exhibit 31**).

113. On October 17, 2018, Ms. Anderson, on behalf of OETA, **affirmatively declined** to accept more than \$1,200,000 in CSG funds stating, "Please transfer the \$250,000 requested on October 4, 2018 and **we will follow up with you on the balance directly.**" (See **Exhibit 32**, emphasis added.)

114. As of November 15, 2018, OETA never "followed up" with respect to receiving the entirety of the CSG funds.

115. On November 15, 2018, the Foundation remitted to OETA the sum of \$1,233,180.55, which was comprised of all remaining CSG funds and additional funds, and an accounting, **and which, as of November 30, 2018, OETA has not cashed** (see **Exhibit 33**), and as of December 3, 2018, Chairman King advised the Foundation that it was returning.

116. On December 3, 2018, Chairman King notified the Foundation that OETA was returning the check for \$1,233,180.55 (**Exhibit 6.A**).

117. As of this date, OETA has never delivered the \$250,000 Accountability and Transparency Report, or the \$75,000 Accountability and Transparency Report to the Foundation.

**OETA HAS BEEN UNWILLING TO ACCEPT
FUNDS OFFERED TO IT BY THE FOUNDATION**

118. On November 29, 2017, using the same process that it used, without any problem, in 2014, the Foundation offered \$160,000 (the "OETA Employee Stipend Award") to OETA with the intent that the money would be paid by OETA as a \$4,000 stipend to each of OETA's 40 employees in recognition of their outstanding service (**Exhibit 34**).

119. OETA declined to accept the OETA Stipend Award and instead researched whether the Foundation could pay \$4,000 directly to OETA's 40 employees.

120. On January 18, 2018, Ms. Dowdy advised Ms. Anderson that "George" (George Taylor, being OETA's Vice President of Finance) concluded that the Foundation could pay the

stipends directly to OETA's 40 employees.

121. On January 18, 2018, Ms. Dowdy requested Ms. Anderson to issue, on behalf of OETA, a letter to the Foundation confirming that the Foundation could legally distribute \$4,000 to each of OETA's 40 employees (**Exhibit 35**), so that the Foundation could make the payments to OETA's employees that the Foundation greatly desired to do.

122. Ms. Anderson never issued the letter to the Foundation.

123. In October, 2018, the Foundation obtained an opinion of counsel letter from the Deputy General Counsel from the Oklahoma Office of Enterprises and Management Services that the Foundation could accept donations (such as the OETA \$160,000 Employee Stipend Award that the Foundation had previously declined to accept) and use those donations for employee performance increases (**Exhibit 36**).

**OETA REFUSES TO PROVIDE ANY FINANCIAL DATA TO THE
FOUNDATION WITH RESPECT TO OETA'S REQUEST FOR \$575,414 FROM
THE FOUNDATION; OETA REFUSES TRANSPARENCY WITH RESPECT
TO ITS REQUEST FOR \$575,414 FROM THE FOUNDATION**

124. By memo dated July 31, 2018, the Foundation notified OETA's Board of Directors that the Foundation "has approved [a] total of \$3,671,380 for use this year by the Authority. This includes \$1.1 million over what is needed for programming." (**Exhibit 37**.)

125. By memo dated August 6, 2018, Ms. Toni Matthews of OETA (erroneously referring to "CSG Funds" which she later corrected) asked the Foundation to make a discretionary distribution of \$287,707.

126. On August 21, 2018, Ms. Matthews renewed OETA's request that the Foundation distribute \$287,707 in discretionary funds to OETA and clarified that the request made on August 6, 2018 pertained to the Foundation's discretionary funding. (See **Exhibit 38**.)

127. On August 27, 2018, by email, Ms. Dowdy asked Ms. Matthews (with a copy to

Ms. Anderson) to "share an outline of the budget expenses for the quarter, similar to what you used to do for Stateline/Gallery, and let us know what gives rise to the operational shortfall you'd like the Foundation to cover?" (See **Exhibit 39**).

128. Additionally, in Ms. Dowdy's email of August 27, 2018, Ms. Dowdy stated "The board would like to see a vision, plan, specific requested expenses. **This helps us raise funds and respond to donor inquiries.**" (See Exhibit 39, emphasis added.)

129. On September 17, 2018, Ms. Anderson responded to Ms. Dowdy's request for an outline, stating, in part, with respect to OETA's request for \$287,707, "We will **not** be providing" the detail you requested as it actually is not, as you said, an "unusual requested transfer of funds" ... (See **Exhibit 40**, emphasis added.)

130. On September 18, 2018, Ms. Dowdy responded to Ms. Anderson, renewing the Foundation's request for the "minimal level of accountability, something that tax exempt foundations and public entities should choose to embrace." (See **Exhibit 41**.)

131. In Ms. Dowdy's September 18, 2018 email to Ms. Anderson (Exhibit 41), Ms. Dowdy went so far as to say, "We do not anticipate questioning the propriety of the budgeted expenses."

132. On September 20, 2018, Ms. Toni Matthews, instead of providing **any** aspect of accountability, issued a memo to the Foundation's Board stating, in part, that OETA has not received our funds "due to the fact [that] Ms. Dowdy once again wants control of the Authority budget." (See **Exhibit 42**.)

133. On September 25, 2018, Foundation Board member Retired General David Gillett, in an email to Ms. Anderson, renewed the Foundation's request for minimal data, stating, in part, "Let me explain why we want the information we have requested on OETA's plans going

forward. Basically we are fulfilling our responsibilities to [our] donors by reporting to them on how funds are being used. This is a fundamental fiduciary responsibility and it is typical of all non-profits. ... **If you could please complete the funding request with the requested information, we can then get you the funds you need.**" (See **Exhibit 43**, emphasis added.)

134. On October 1, 2018, Ms. Toni Matthews, on behalf of OETA, requested that the Foundation make an additional discretionary distribution of \$287,707, for a total of \$575,414 in discretionary distributions.

135. On October 2, 2018, Ms. Dowdy wrote an email to Ms. Anderson, acknowledging pending requests for \$575,414, confirming that OETA had not provided any of the requested information and asked of Ms. Anderson, "Please do us the favor of completing your funding request by meeting the Foundation's needs for a budget, plan, transparency and accountability." (See **Exhibit 44**.)

136. As of this date, OETA has not provided any information requested of it, not less than four times, so as to receive \$575,414.

137. October 30, 2018 (a) **after** OETA chose **not** to accept the entire amount of CSG funds (more than \$1,200,000) offered by the Foundation to OETA on October 16, 2018, and (b) **after** refusing to provide any data requested on multiple occasions by the Foundation so as to distribute \$575,414 to OETA, Mr. King, on behalf of the Board of Directors of OETA, issued a memo to the Foundation's Board stating, in part, "OETAF is withholding funding and jeopardizing OETA's ability to carry out its state-mandated mission (the "Controversy Memo"). (See **Exhibit 45**.)

138. The Controversy Memo leaves no question of a current, actual and adverse controversy between OETA and the Foundation with respect to the management and

administration of the Foundation's funds for the benefit of OETA, and attacking the Foundation's actions in pursuing its tax-exempt and charitable goals.

139. Notwithstanding the Foundation's receipt of the Controversy Memo, the Foundation paid, on November 16, 2018, the amount of \$1,809,835.17 (check no. 65954) to the Public Broadcasting Service, so as to continue to pay (as it had done for years) 100% of OETA's PBS programming and ancillary service fees and dues for fiscal year 2019 so as to enable OETA to continue its mission of public broadcasting in Oklahoma. Attached collectively as **Exhibit 46** are (a) a copy of the Foundation's check no. 54954 for 100% of OETA's PBS fees and dues for fiscal year 2019 and its check dated November 27, 2017 for \$1,724,403.31 for 100% of OETA's programming fees and dues for fiscal year 2018.

OETA VIOLATES THE OKLAHOMA OPEN MEETING ACT

140. OETA is subject to the Oklahoma Open Meeting Act.

141. OETA's Executive Committee is subject to the Oklahoma Open Meeting Act.

142. At least in 2017 and for a substantial portion of 2018, OETA's Executive Committee has not complied with the Oklahoma Meeting Act.

143. The noncompliance by OETA's Executive Committee with the Oklahoma Open Meeting Act exacerbates the problems for funding by the Foundation partially caused by OETA's lack of transparency.

IN THE PAST, OETA HAS REQUESTED DISCRETIONARY FUNDING FROM THE FOUNDATION WHICH OETA DECLINED TO STATE WAS A LEGAL EXPENDITURE OF FUNDS

144. In May, 2018, OETA submitted to the Foundation for payment an invoice for services of Mr. Mark Norman for work that he did for OETA commencing in November, 2017.

145. The Foundation's personnel were aware that Mr. Norman had very recently retired

from the employ of OETA prior to November, 2017.

146. The Foundation was concerned that Mr. Norman's retirement from OETA, followed by his engagement as a contractor to OETA, could be construed by the Oklahoma Public Employees Retirement System as a structure that was not a good faith separation of service.

147. By email dated May 23, 2018, Ms. Dowdy advised Ms. Anderson of that concern. **(Exhibit 47.)**

148. On June 5, 2018, Fred Hegenbart, as counsel to the Foundation, advised co-counsel to OETA of the Foundation's concerns over the legality of the payment, stating, in part, "I do not know if the Authority is governed by OTRS or OPERS, but I believe that both have limitations on reengagement of recently retired personnel. On the OTRS side, I refer you to OKLA. STAT. tit. 70, § 17-116.10 et seq. The Foundation's concern is that if, in substance, Mr. Norman retired from the employ of the Authority, and then within weeks was re-engaged either as a consultant or an employee, then he did not retire from the applicable retirement system. As such, his re-engagement could be violative of the law."

149. In that same email, Mr. Hegenbart advised counsel that if counsel to OETA would issue an opinion stating that OETA's proposed expenditure was legal, the Foundation would issue the check.

150. On June 5, 2018, AOG Schneider (an attorney for OETA) responded that he hoped to provide an answer that day.

151. On June 13, 2018, because Mr. Hegenbart had not received an opinion from OETA's counsel as to whether OETA's proposed expense was legal, Mr. Hegenbart "followed up" with AOG Schneider, attempting to be assured that the payment was legal. (See **Exhibit 48**

for the email string.)

152. Counsel to OETA never opined to the legality of OETA's proposed payment.

153. On May 24, 2018, Ms. Anderson demanded payment of the expense which OETA's lawyers declined to opine were legal (see Exhibit 47).

154. The Foundation did not pay the expense.

**OETA'S MATERIAL CHANGE OF AUGUSTFEST HAS LIKELY
COST THE FOUNDATION HUNDREDS OF THOUSANDS OF DOLLARS**

155. Annually, until 2018, OETA and the Foundation have collaborated on a significant fundraising effort with contributions being pledged to the Foundation known as "AugustFest", which involves special programming and "live" community-based fundraising efforts.

156. In 2018, OETA decided, contrary to the concerns raised by the Foundation, to cease using "live" community-based fundraising efforts, and instead use the prerecorded, "prepackaged" fundraising materials offered by PBS and other program providers.

157. Attached as **Exhibit 49** is an email of concern and an offer to provide assistance from the Foundation to OETA.

158. In 2018, the net revenue received by the Foundation as a result of the discontinuation of AugustFest declined (a) by 30.1% when compared to the net revenue received by the Foundation from AugustFest in 2017, and (b) by 34% when compared to the net revenue received by the Foundation from AugustFest in 2016.

159. OETA is engaging in similar efforts to block the Foundation's historic community-based, on-air fundraising efforts for December of 2018 and March of 2019, leading to a loss projected by the Foundation to be approximately \$1,000,000.

**OETA'S BROADCASTING HAS, FROM TIME TO TIME,
APPEARED TO VIOLATE FCC REGULATORY GUIDELINES**

160. On May 19, 2018, OETA recorded "Oklahoma Foundation for Excellence".

161. On May 26, 2018, OETA broadcast "Oklahoma Foundation for Excellence" using real time ("live") captions.

162. Because "Oklahoma Foundation for Excellence" was pre-recorded a week in advance of its broadcast, OETA did not adhere to the FCC's best practices of forbearing from using live closed captions.

163. The cost to OETA for using "live captions" (not adhering to best practices) was more expensive than using pre-recorded captions.

164. The program "Ask a Lawyer" was recorded by OETA on or about April 18, 2018 and was broadcast, with live captioning, on May 3, 2018.

165. The pre-recording of "Ask a Lawyer" and its broadcast with live captions violated FCC's best practices.

166. The cost of live captioning was more expensive than the cost of pre-recorded captioning.

**OETA'S ACTIONS HAVE CAUSED THE FOUNDATION
TO INCUR TIME, EXPENSE AND FEES**

167. Over the serious admonishments by counsel to the Foundation advising OETA that the Foundation would not sign or negotiate the Control Agreement, OETA continued to pursue the Control Agreement with the Foundation.

168. OETA's continued pursuit was sufficiently aggressive so as to cause the Foundation's counsel (Jerry Zimmerman) to issue a letter to OETA's counsel (Jeri Holmes) on May 9, 2018 (the "Objection to Control Letter"). (See **Exhibit 50.**)

169. Portions of the Foundation's Objection to Control Letter read as follows:

"Jeri, I am going to 'make another run at you' on the MOU [the Control Agreement]. It is just not reasonable to expect a board of directors of an entity that supports an organization as its beneficiary to effectively give all control to the supported entity and to risk extinction as a going concern.

I want to be able to give my Board some options but what choice does the Foundation's Board have other than to say, 'no' to the concept embodied in the MOU [the Control Agreement] that was submitted on March 26th ... The OETA, through you, is asking my Board to work with a document that threatens its very existence.

...

This is one of the few times in my career that I can predict with certainty the outcome of any litigation or administrative process. Any litigation or administrative dispute premised on the transfer to OETA of control of the Foundation and its activities will have the following winners and losers.

The winners: Jeri Holmes, Rosenstein, Fist & Ringold, a couple of C. P. A. firms and a couple of court reporters.

The losers: The Foundation, OETA and the State of Oklahoma."

170. The notices which Ms. Dowdy received from Microsoft Outlook caused the Foundation to engage an IT expert to examine the issue of unauthorized access.

171. The engagement of the IT expert and compensation paid to him was exclusively a result of the apparent unauthorized access to Ms. Dowdy's computer, which Microsoft referenced as Polly Anderson.

172. The concern over loss of a secure network caused the Foundation to transfer its data to an individual and secure network, costing the Foundation expenses.

173. The Foundation has produced, for potential broadcast by OETA, a series known as "Mosaic, Oklahoma" which generally focuses on the rich cultural aspects of Oklahoma.

174. OETA asserted to the Foundation that the Foundation was wasting funds in producing Mosaic, Oklahoma for potential broadcast.

175. On **four** different occasions, counsel for the Foundation asked counsel for OETA for any data supporting OETA's allegation that the Foundation was wasting funds in producing "Mosaic, Oklahoma".

176. On May 30, 2018, counsel to the Foundation sent an email to counsel to OETA, which email included (a) notice that PBS awarded the Foundation the 2018 PBS Special Achievement Development Award for the "Mosaic, Oklahoma" series, and (b) a financial analysis projecting net income for "year one" of \$76,646.20 (the "PBS Special Achievement Notice"). See **Exhibit 51**.

177. In the PBS Special Achievement Notice, counsel to the Foundation stated to OETA's counsel, "Do you recall that on 3 separate occasions I asked you for OETA's financial analysis that enabled it to conclude that productions by the Foundation were wasting funds? ... If OETA has financial data showing that the Foundation's production activities waste funds, then please send it to me. The Foundation takes its role as a steward of funds very seriously." See Exhibit 51.

178. In response, counsel to the OETA stated, in part, "I don't have access to the Foundation's financial data ..." (**Exhibit 52**.)

179. Counsel to OETA express concern to the Consumer Protection Unit ("CPU" about the conduct of the Foundation's activities (the "OETA Complaint").

180. As a result of the OETA Complaint, the CPU conducted an in-depth review of the activities of the Foundation.

181. As an incident to the review by CPU, the Foundation engaged counsel to assist with the review and to attend a meeting with the CPU, thereby incurring fees.

182. In an effort to provide complete accountability and transparency to the CPU, the

Foundation, in enabling the CPU to prepare for the meeting, compiled, reviewed and submitted 893 pages of documents to the CPU.

183. Upon review, the CPU closed its file with respect to the Foundation, with no mandates, and one recommendation (which OETA worked on undermining as noted in paragraphs 88-93 of this Petition).

184. On information and belief, the Foundation is aware that the CPU also investigated OETA.

185. The Foundation is unaware of the depth of transparency and the scope of deliveries that OETA provided to the CPU.

186. The Foundation is unaware of the status of the CPU's investigation of OETA.

PRAYER

A. For the reasons set forth above, the Foundation seeks a declaratory judgment by this Court determining that the Foundation may consider all facts, including but not limited to the facts alleged in this Petition, in determining the amount and timing of distributions to be made by the Foundation to OETA, or by the Foundation for the benefit of OETA.

B. Notwithstanding the allegations in the Petition of tortious conduct committed by OETA adversely affecting the Foundation's mission, the Foundation is **not** making any claim against OETA, nor against any of its officers, directors or employees in remediation of the loss alleged herein to have been suffered by the Foundation as a result of OETA's actions.

Dated December 5, 2018.

ROSENSTEIN, FIST & RINGOLD, INC.

By 

Frederick J. Hegenbart, OBA #10846

Kent B. Rainey, OBA #14619

Adam S. Breipohl, OBA #32358

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**ATTORNEYS FOR PLAINTIFF, OKLAHOMA
EDUCATIONAL TELEVISION AUTHORITY
FOUNDATION, INC.**

Index to Exhibits

Petition for Declaratory Judgment

Exhibit	Name of Exhibit
1.	Articles of Incorporation
2.	Control Agreement
3.	OETA Demand for Approval of Control Agreement
4.	Press Release Issued on May 29, 2018
5.	Letter from Kirkpatrick Foundation
6.	Email Dated July 25, 2018 from Substantial Donor
6a.	OETA Response regarding tendered payment dated December 3, 2018
7.	Press Release Dated October 26, 2017
8.	UCF Letter placing Anderson on Leave
9.	Separation Agreement
10.	Official Reprimand
10a.	Report from UCF regarding Anderson (unsigned)
11.	Notes of Meeting on December 7, 2015
12.	IRS Letter
13.	Open Records Request letter dated October 2, 2018
14.	Response Open Records Request letter dated October 12, 2018
15.	American Express billing statement
16.	Research of unauthorized charge
17.	Printouts from Dowdy Outlook
18.	Mr. Farris Report regarding Dowdy Outlook calendar
19.	Recognition Spots
20.	Email String
21.	OETA Spot Form
22.	Email regarding STEM Standards
23.	Email from Talia Rosen regarding Standards and Practices of PBS
24.	Email from R. Miller to Foundation dated October 4, 2017

25.	Anderson letter reaffirming decision to cancel WTD
26.	Copyright Search
27.	Email of Foundation Donation Link
28.	Request to OETA to keep detailed accounting
29.	Request to OETA to provide Accountability and Transparency Report Dated October 2, 2018
30.	Additional Request to OETA to provide Accountability and Transparency Report Dated October 8, 2018
31.	Email to OETA ceasing funds
32.	Email Requesting CSG funds
33.	Letter Remitting Funds Dated November 15, 2018
34.	OETA Employee Stipend Award
35.	Email from D. Dowdy to P. Anderson dated January 18, 2018
36.	Email from Deputy General Counsel that the Foundation could accept donations
37.	Memo Dated July 31, 2018
38.	Renewal of Request for Additional Funds
39.	Email from D. Dowdy Requesting Outline of Budget Expenses
40.	Email responding to D. Dowdy email requesting outline
41.	Email from D. Dowdy to Anderson reviewing the Foundation's request for accountability
42.	Memo from Toni Matthews dated September 20, 2018
43.	Letter from David Gillett to Anderson renewing Foundations request for data, etc.
44.	Email from D. Dowdy to Anderson acknowledging pending requests
45.	Controversy Memo
46.	Check No. 65954 for \$1,809,835.17
47.	Email from D. Dowdy to Anderson dated May 23, 2018
48.	Email from F. Hegenbart to T. Schneider
49.	Email offering assistance
50.	Letter from J. Zimmerman to J. Holmes concerning

	Objection to Control Letter
51.	Email to Foundation regarding Achievement Development Award for Mosaic, Oklahoma
52.	Email from J. Holmes to J. Zimmerman regarding funds



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AMENDED
ARTICLES OF INCORPORATION OF
OKLAHOMA EDUCATIONAL TELEVISION
AUTHORITY FOUNDATION, INC.,
A NON-PROFIT CORPORATION

FILED

MAY 26 1983

OKLAHOMA SECRETARY
OF STATE

STATE OF OKLAHOMA,)
) SS.
COUNTY OF OKLAHOMA)

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:
KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned incorporators:

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
Robert L. Allen	5117 N.W. 19th Terrace	Oklahoma City, Oklahoma
Dr. W. C. Burris	2720 Robin	Altus, Oklahoma
Dr. Edwin Vineyard	202 S. Pine	Tonkawa, Oklahoma

being persons legally competent to enter into contracts for the purpose of forming a non-profit corporation under the Business Corporation Act of the State of Oklahoma, Section 851, do hereby adopt the following Articles of Incorporation.

ARTICLE I

NAME:

The name of this Corporation is Oklahoma Educational Television Authority Foundation, Inc., a non-profit corporation.

ARTICLE II

PRINCIPAL OFFICE:

The address of its registered office in the State of Oklahoma is 7403 N. Kelley Avenue, in the City of Oklahoma City, County of Oklahoma, and the name of its registered agent is Robert L. Allen, of the same address.



ARTICLE III

NON-PROFIT CORPORATION:

This corporation is formed for charitable, educational and scientific purposes and has no stated capital. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV

TERM:

The term for which this corporation shall exist shall be Fifty (50) years.

ARTICLE V

PURPOSE:

The purpose for which this corporation is formed is to receive, invest and expend privately donated non-state appropriated funds for educational purposes related to the support, promotion, development and growth of educational and public broadcasting in Oklahoma. This corporation shall direct all its efforts to the support of the Oklahoma Educational Television Authority, a state agency created by the Oklahoma Legislature, hereinafter referred to as OETA. In this regard, it shall create a fund to be used for any program, project or enterprise and undertaken in the interest of OETA, to fund, support and maintain the operation of

such other projects and programs the corporation may from time to time deem advisable and to provide financial support to all personnel who may be required in the operation and administration thereof, and to foster and promote educational and cultural interests in the State of Oklahoma.

ARTICLE VI

POWERS:

For the furtherance of the objects and purposes of this corporation, it shall have power to:

- (a) To enter into contracts, to sue and be sued, and to have a corporate seal;
- (b) To borrow money and give its notes or other obligations therefor, and to secure payment thereof by pledging, encumbering, and mortgaging any property it may own;
- (c) To sell, convey and dispose of any real, personal or mixed property it may own;
- (d) To receive and administer funds for scientific and educational purposes;
- (e) To take and hold by bequest, devise, gift, purchase or lease, either absolutely or in trust any property, real, personal or mixed, without limitation as to amount or value;
- (f) To own, acquire, hold and manage such real and personal property as may be reasonably necessary for the business and objects of this corporation;
- (g) To sell, convey, and dispose of any property and to invest, reinvest, or dispose of the principal thereof or to deal with and expend the income for any of the above-mentioned purposes without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received;
- (h) To receive any property, real, personal, or mixed in trust under the terms of any will or other trust instrument and in administering the same to carry out the directions and carry out the powers contained in the trust instrument under which the property is received, including the expenditure of the principal, as well as the income, for any one or more of the above-mentioned

purposes, if authorized or directed in the trust instrument under which it is received;

- (i) To receive, take title to, hold and use the proceeds and income of stocks, bonds, obligations and other securities of any corporation domestic or foreign;
- (j) In general, to exercise any, all and every power to which a non-profit corporation organized under the provisions of the laws of the State of Oklahoma for scientific and educational purposes can be authorized to exercise;
- (k) To hire any and all necessary personnel, either as normal employees or as contracted services which the Trustees may deem necessary or expedient. Such personnel shall include, but not be limited to, managerial, secretarial or professional, as the Trustees may deem appropriate.

ARTICLE VII

PRIVATE PROPERTY OF MEMBERS NOT SUBJECT TO CORPORATION DEBTS:

The private property of the members of this corporation shall not be subjected to the payment of corporate debts; and no member shall be liable for the debts of the corporation to any amount.

ARTICLE VIII

MEMBERS:

The members of this corporation shall be constituted of the subscribers to these Articles. The qualifications of additional members, mode of election and terms of admission shall be provided for in the By-Laws of this corporation.

ARTICLE IX

GOVERNMENT:

The original government of this corporation shall be vested in the three named incorporators acting in the role of a Board of Trustees. This three-person Board of Trustees shall prepare or cause to be prepared the By-Laws for governance of the corporation. Said By-Laws shall provide for a Board of Trustees of no more than seven (7) members and shall provide for the current chairman and the current director of the Authority to serve as

Trustees ^{OR} for one or more past chairmen to serve as Trustees. The By-Laws shall state terms of office, qualifications, manner of selection, powers and duties, and other essentials of governance.

The names and addresses of those persons constituting the Board of Trustees, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TENURE</u>
Robert L. Allen	Oklahoma City, Oklahoma	3 Years
Dr. W. C. Burris	Altus, Oklahoma	3 Years
Dr. Edwin Vineyard	Tonkawa, Oklahoma	3 Years

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS:

Every person who is or has been a director or officer of this corporation shall be indemnified and held harmless by the corporation from and against all costs and expenses which may be imposed upon or reasonably incurred by him in connection with or arising out of any claim, action, suit or proceeding in which he may be involved by reason of his being or having been a director or officer of this corporation whether or not he continues to be a director or officer at the time such costs and expenses are imposed or incurred.

ARTICLE XI

DISSOLUTION:

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.


ARTICLE XII

BY-LAWS:

The members shall have power to prescribe and enforce By-Laws for the government of this corporation and its officers consistent with these Articles.


ROBERT L. ALLEN


DR. W. C. BURRIS



DR. EDWIN VINEYARD

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF Owaha.)

Before me, the undersigned, a notary public, in and for said county and state, on this 24 day of May, 1982, personally appeared Robert L. Allen, Dr. W. C. Burris and Dr. Edwin Vineyard, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public

My Commission Expires:
12-28-85



Litgistix, LLC
5 E. 5th St., Tulsa OK, 74103
(918) 585-5876 www.litgistix.com

AGREEMENT

This Agreement is made and entered into this ____ DAY of ____, ____, by and between the Oklahoma Educational Television Authority (hereinafter known as "OETA"), a government corporation and instrumentality of the State of Oklahoma licensed by the Federal Communications Commission (hereinafter known as "FCC"), and the Oklahoma Educational Television Authority Foundation, Inc., a nonprofit corporation under the laws of the State of Oklahoma (hereinafter known as "Foundation").

RECITALS

Whereas, pursuant to Title 70 O.S., 23-101, the Oklahoma Legislature stated its intent and purpose to make educational television services available to all Oklahoma citizens on a coordinated statewide basis under the direction and supervision of the Oklahoma Educational Television Authority: and,

Whereas, the OETA Foundation, Inc. is a non-profit organization and was established in 1983 as a result of S.B. 454 passed by the 1982 Oklahoma Legislature, which expressed legislative intent that the Oklahoma Educational Television Authority seek ways to encourage contributions in the private sector by cooperating with a non-profit foundation: and,



Whereas, since its inception in 1983, the Foundation has operated for the exclusive purpose of receiving, investing and expending privately donated non-state appropriated funds for educational and eleemosynary purposes related to the support, promotion, development, and growth of OETA; and,

Whereas, the OETA and the Foundation are separate legal entities, the former existing to operate and manage the educational television channels and the latter to support the former's efforts in operating and managing educational television channels, and it is the desire of the respective parties to enter into this Agreement to delineate mutually supportive obligations and responsibilities, while maintaining separateness of function and accountability to the public hereby served; and,

Now, therefore, for adequate and sufficient consideration of which are acknowledged, it is hereby agreed, understood and acknowledged by and between OETA and the Foundation that:

1. In order to maintain institutional control and protect the standing of OETA with the State of Oklahoma, the FCC, the Corporation for Public Broadcasting ("CPB"), and the Public Broadcasting Service ("PBS"), and to protect the investment of OETA's private donors and the taxpayers of Oklahoma, the Foundation shall abide by and be responsive to guidance as provided by OETA. OETA shall notify the Foundation in writing in a timely fashion of any changes to guidance previously given.
2. The Foundation shall submit to an annual audit of its fiscal affairs by an independent certified public accountant to allow OETA to ascertain the purpose of

all expenditures, including assurances that funds are accounted for and used in compliance with donor intent and directives.

3. In order to facilitate OETA's obligation under session law (1982 Okla. Sess. Laws 607, SB 454) to annually report to the Oklahoma Legislature and the Governor on the activities of the Foundation, the Foundation shall submit to OETA any and all information requested by OETA within the frame of time specified by OETA including but not limited to information related to the activities of all Foundation officers and employees and any aspects of the Foundation's external or internal affairs.
4. In order to facilitate OETA's obligation under session law (1982 Okla. Sess. Laws 607, SB 454) to annually report to the Oklahoma Legislature and the Governor on the activities of the Foundation, OETA shall have the right, at all reasonable times, to review and inspect any and all Foundation actions and activities and records including those records that are financial in nature.
5. Given the Foundation's mission to operate exclusively for the benefit of OETA and given that donors, viewers, media, and others consider the Foundation and OETA to be one-and-the-same, the Foundation shall be classified as a component unit of OETA in keeping with Generally Accepted Accounting Principals (GAAP), Governmental Accounting Standards Board (GASB), and Financial Accounting Standards Board (FASB) requirements.

6. OETA may permit the Foundation to use, on an as-available basis, space and facilities for meetings, seminars, community gatherings, and other functions.

OETA may charge the Foundation an agreed upon fee for the use of its space and facilities. If employees of OETA render services, exclusive of janitorial and other services normal for the use or event, in connection with such events, OETA may charge the Foundation for such services. In those instances where the event is cosponsored by OETA and the Foundation, any charge or fee and reimbursement for services, as herein described, may be prorated or divided proportionally.

7. OETA may permit the Foundation the use of office space for its activities, as necessary and available, in accordance with appropriate going rates. Such use may, at the discretion of OETA, be shared with OETA's activities in consideration of the Foundation's activities carried out for the benefit of OETA. OETA may permit the Foundation shared use of storage space, if available, at no charge, provided that the Foundation bears any additional costs for security, maintenance, cataloging, and control attendant upon its use of space. OETA may permit the Foundation use of its facilities, such as conference or meeting rooms, at no charge for meetings of the Foundation's governing board and its committees and any occasional meetings related to conduct of the Foundation's internal affairs.

8. If OETA personnel provide any services to the Foundation, the Foundation shall reimburse OETA for the full costs of such services, including but not limited to a portion of the compensation of those personnel who perform such services, along with a portion of the costs of related fringe benefits and salary increments for

those personnel, no less frequently than semi-annually in accordance with a reasonable schedule as requested by OETA.

9. The Foundation shall indemnify and hold harmless OETA, its personnel, and agents against any and all liability costs and expenses including legal fees, arising out of claims or losses relating to or arising from the use by the Foundation of OETA's space, facilities, equipment, personnel, or services. OETA, its personnel, and agents will have no liability to the Foundation for loss or damage to Foundation properties or injury to Foundation personnel and agents on property owned or leased by OETA, whether due or not to the negligence of OETA or its personnel or agents.
10. OETA has legal responsibility for all operations and programming and shall retain the ultimate responsibility for anything it broadcasts; therefore, OETA shall retain the right to reject or refuse any programs which OETA believes to be unsatisfactory or unsuitable or contrary to the public interest. OETA retains the right to preempt any and all programs in the event of great urgency or importance to satisfy its public interest standard. This is consistent with OETA's authorization and statutory power to plan, construct, repair, maintain and operate educational television facilities with channels assigned by the FCC.
11. Unless otherwise provided herein, the Foundation shall provide to OETA all funding requested within ten (10) days of receipt of said request from OETA. Any such requests by OETA shall specify the total amount to be contributed, the applicable state fiscal year, and any other information OETA deems pertinent to the requested funding.

a. Upon request by OETA the Foundation shall make budget contributions to OETA in amounts equal to those requested by OETA in an Annual Budget Supplemental Transfer ("ABST").

i. The ABST shall be formulated by OETA and submitted to the Foundation by 1-July of each calendar year and shall be considered a mandatory contribution to OETA from the Foundation unless otherwise provided herein.

1. In the event that OETA should not submit an ABST prior to 1-July the immediate preceding ABST shall be applicable until superseded by OETA. OETA may amend the ABST and shall submit any amendments adopted to the Foundation.

b. Notwithstanding any other provision of this Agreement or any other agreement between OETA and the Foundation the obligations of the Foundation mandated by Provision 11 of this Agreement shall be subject to the following limitations:

i. The Foundation shall be required to make contributions to OETA only to the extent that the Foundation has in its possession sufficient cash or investment assets on the date it receives a funding request from OETA.

ii. In the event that the Foundation does not possess the requisite amount of funds as of the date of a funding request from OETA, but subsequent to that date acquires the necessary cash or

investment assets to fulfill the unfulfilled funding request, the Foundation shall promptly notify OETA and fulfill the funding request in question within ten (10) days of said notification.

c. The Foundation may make Voluntary Contributions to OETA in excess of and beyond the scope of the ABST at the discretion of the Foundation Board of Trustees.

i. All Foundation Voluntary Contributions shall be subject to OETA approval.

1. The Foundation shall look favorably upon grant requests made by OETA and shall not question particular projects or expenditures of OETA, whether proposed or ongoing, in evaluating a particular grant request.

d. In no event shall the Foundation be obligated to fulfill funding requests from OETA that would compel the Foundation to violate its fiduciary responsibilities and loyalties, or to breach formal agreements made to donors, or to abrogate its governance policies and procedures as approved by OETA, or that would exceed the parameters of the ABST in force.

e. The ten (10) day period delineated in Provision 11 of this Agreement may be extended by OETA with respect to fulfillment of a particular requested budget contribution at the sole and absolute discretion of OETA.

12. The Foundation shall agree and acknowledge that OETA owns the exclusive right to use the names "Oklahoma Educational Television Authority," "The Oklahoma

Network,” and “OETA.” The Foundation shall also agree and acknowledge that OETA owns the exclusive right to use the OETA service mark or logo.

a. OETA shall grant the Foundation a non-exclusive right to use the name “Oklahoma Educational Television Authority” and “OETA” and also shall grant the Foundation a non-exclusive right to use the OETA service mark or logo, all of which must be used for the ultimate benefit of OETA and in a manner that conforms to the requirements of this Agreement.

b. OETA shall grant the Foundation a non-exclusive right to use the name

“Oklahoma Educational Television Authority” and “OETA” as part of its corporate and/or financial filings.

i. The aforementioned nonexclusive rights may be revoked by OETA at any time at OETA’s sole and absolute discretion.

c. The Foundation shall indemnify and hold OETA harmless from and against any damage, deficiency, loss, action, judgment, cost, and expense (including reasonable legal fees) resulting from any injury to persons or property suffered as a consequence of the Foundation’s conduct of its activities, or the acts or omissions of the Foundation’s agents, personnel, or independent contractors, or any breach of any provision of this Agreement. The Foundation’s obligation to indemnify shall continue beyond the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

13. The Foundation's activities as sanctioned in this Agreement must be carried out in a manner that preserves and maintains OETA's reputation and the goodwill inherent in OETA's brand, and in compliance with all relevant state and federal laws and regulations including but not limited to those of the FCC, CPB, and PBS. In order to ensure that the Foundation is conducting itself entirely in support and furtherance of OETA's purposes and activities and that all funds raised are being used to support and further OETA's purposes and activities the Foundation shall comply with the following requirements:

- a. All proposed Foundation communications and publications shall be submitted to OETA for review and approval prior to public distribution.
- b. All proposed Foundation events shall be submitted to OETA for review and approval prior to execution and public announcement.
- c. The Foundation shall submit to OETA for review and approval an annual development plan that delineates proposed fundraising staffing and compensation and activities for the following fiscal year.
- d. All Foundation activities shall be consistent with the mission of OETA and the purpose of the Foundation to support OETA and the Foundation shall not expend Foundation funding that would otherwise be necessary to fulfill the ABST or other priorities as delineated by OETA.
- e. On or before 1-October of each year the Foundation will deliver to OETA a narrative summary of its activities from the preceding fiscal year; a comprehensive financial report that includes the Foundation balance sheet as of the last day of the preceding fiscal year; a statement of revenue,

expenses, and changes in fund balances for the preceding fiscal year; a statement of cash flows for the preceding fiscal year; all notes to Foundation financial statements for the preceding fiscal year; a copy of the

Foundation's IRS Form 990 for the preceding fiscal year including all schedules and attachments; a proposed Foundation budget for the following fiscal year for OETA review and approval; updated copies of all Foundation governance policies and procedures; updated copies of all gift agreements entered into by the Foundation for the benefit of OETA; and any other information reasonably requested by OETA.

- f. The Foundation shall make one or more knowledgeable representatives available to attend meetings of the OETA Board of Directors for the purposes of making regular reports and providing updates and answering questions.
- g. The Foundation shall make its records, accounts, agreements, and documents available for inspection by authorized representatives of OETA with reasonable advance notice.
- h. The Foundation shall make its Board members, officers, and personnel available to be interviewed by OETA at such time and location as is convenient to OETA, the Foundation, and the persons being interviewed.
- i. OETA may require an audit, at the Foundation's expense, by an accounting firm selected by OETA, of the Foundation's books and records. The Foundation will cause its agents and personnel to cooperate

to the fullest extent possible in connection with any inspection or audit conducted or required by OETA under this Agreement. The rights conferred upon OETA in this Agreement are not intended, and are not to be construed, so as to impose a duty upon OETA to inspect the affairs of the Foundation unless otherwise provided for herein.

- j. The Foundation shall provide its scheduled Board of Trustees meetings to OETA at the beginning of each fiscal year and shall permit any authorized representative of OETA to attend said meetings.

14. The Foundation shall not, without the prior written approval of OETA, make any gifts or grants of any of its assets, or pledge to make any such gifts or grants, to any person or entity other than OETA.

15. The Foundation shall not expend funds or designate funds for any specific media production activity without OETA's prior written consent.

16. The Foundation shall generally discourage donations that contain restrictions imposed by donors or other third parties prohibiting their ultimate transfer to OETA. The Foundation shall not accept any gifts subject to restrictions that violate any applicable laws and regulations, or that would prohibit use of the gift to support and further OETA's purposes and activities. The Foundation shall not enter into any contract that prohibits monies received under that contract, or that prohibits assets otherwise held or received by the Foundation, from being transferred to the Foundation.

17. OETA, in its sole discretion, may establish General Investment Policies to be followed by the Foundation in investment of the Foundation's funds. Any such

policies shall be in writing and may be modified from time to time in OETA's sole and absolute discretion. OETA shall not have the power to select particular investments of the Foundation, nor shall it have the right to disapprove particular investments of the Foundation, except to the extent that such investments violate the General Investment Policies as established and maintained by OETA. No money manager, broker, or other person retained by the Foundation to manage the Foundation's investment assets or otherwise carry out investment activities on behalf of the Foundation shall be an immediate family member of a Trustee or officer of the Foundation or of OETA, nor shall such activities be carried out by a corporation, partnership, or other entity that has a stockholder, Director, or officer who is an immediate family member of a Trustee or officer of the Foundation or of OETA.

18. The Foundation shall establish and follow governance policies which shall be approved by OETA. Amongst the Foundation's chief responsibilities as fiduciary agents shall be raising and stewardship of private charitable contributions and revenues for the benefit of OETA.
19. If OETA finds that the Foundation has failed to fulfill its obligations under this Agreement properly and in a timely manner, or otherwise violates any provision of this Agreement, OETA may terminate the Agreement in whole or in part by written notice thirty (30) days prior to execution of termination to the Foundation specifying the acts or omissions relied upon as cause for termination.
 - a. The Foundation shall be held liable to OETA for the amount of the damages caused by its breach of the Agreement.

- b. Further, if the Agreement is terminated the Foundation shall immediately transfer to OETA or a qualifying organization designated by OETA all unobligated, restricted, and unrestricted funds in its custody given for the benefit of OETA.
 - c. Further, if the Agreement is terminated the Foundation shall no longer have any rights whatsoever to use the names "Oklahoma Educational Television Authority," "The Oklahoma Network," or "OETA."
 - d. Further, if the Agreement is terminated the Foundation shall no longer have any rights whatsoever to use the OETA service mark or logo and shall surrender to OETA all materials containing or displaying the OETA service mark or logo.
20. This Agreement may be terminated in whole or in part by written notice thirty (30) days prior to execution of termination by written notice to the Foundation. In the event of termination under this clause the Foundation shall transfer to OETA or to a qualifying organization designated by OETA all unobligated, restricted, and unrestricted funds in its custody given for the benefit of OETA.
21. This Agreement is the complete and entire agreement and supersedes any and all other Agreements either oral or in writing between the undersigned parties. This Agreement shall be modified only by subsequent writing signed by the parties hereto.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. All claims, disputes, and lawsuits arising out of or in

connection with this Agreement shall be resolved or adjudicated in Oklahoma City, Oklahoma.

23. This Agreement shall be reviewed annually by OETA and the Foundation and shall be automatically recertified each fiscal year and renewed unless terminated as provided for herein.
24. No amendments or variations of the terms and conditions of this Agreement shall be valid unless such amendments or variations are in writing and signed by both parties hereto.
25. The parties hereto recognize and acknowledge that the Foundation is a charitable corporation established exclusively to support and further the purposes and activities of OETA. This Agreement is entered into in order to ensure that the Foundation conducts its affairs in a manner consistent with such a purpose. Nothing contained in this Agreement, however, is intended by the parties to be interpreted so as to cause the Foundation to be characterized as a public or governmental organization for any purpose.

In witness whereof, the parties hereto have executed this Agreement as of the date first written above.



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OETA

THE OKLAHOMA NETWORK

WHEREAS, the Oklahoma Educational Television Authority (hereinafter known as "OETA") is a government corporation and instrumentality of the State of Oklahoma licensed by the Federal Communications Commission (hereinafter known as "FCC"); and,

WHEREAS, the Oklahoma Educational Television Authority Foundation, Inc. is a nonprofit corporation under the laws of the State of Oklahoma (hereinafter known as "OETA Foundation, Inc."); and,

WHEREAS, pursuant to Title 70 O.S., 23-101, the Oklahoma Legislature stated its intent and purpose to make educational television services available to all Oklahoma citizens on a coordinated statewide basis under the direction and supervision of OETA: and,

WHEREAS, S.B. 454 passed by the 1982 Oklahoma Legislature expressed legislative intent that OETA seek ways to encourage contributions in the private sector by cooperating with the non-profit foundation of its choosing: and,

WHEREAS, OETA is obligated under the laws of the State of Oklahoma (1982 Okla. Sess. Laws 607, SB 454) to report on the activities of the cooperating non-profit foundation of its choosing to the Oklahoma Legislature and the Governor of Oklahoma, thus requiring OETA to maintain effective modicums of institutional control over said cooperating non-profit foundation; and,

WHEREAS, OETA is regulated by, in addition to the State of Oklahoma, the FCC, the Corporation for Public Broadcasting (CPB), and the Public Broadcasting Service (PBS) in order to ensure that OETA fulfills its mission in a manner that protects the interests of the public both

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as taxpayers and as private donors, and OETA must be able to exert an appropriate level of institutional control over and influence on the operations and activities of the cooperating non-profit foundation of its choosing in order to ensure compliance with said regulatory bodies and regimes in defense of the public interest; and,

WHEREAS, OETA and the OETA Foundation, Inc. are separate legal entities, the former existing to operate and manage the educational television channels and the latter to support the former's efforts in operating and managing educational television channels through the raising of private sector investment as the present cooperating non-profit foundation of OETA's choosing; and,

WHEREAS, since its inception in 1983, the OETA Foundation, Inc. has, as OETA's present chosen cooperating non-profit foundation, operated for the exclusive purpose of receiving, investing and expending privately donated non-state appropriated funds for educational and eleemosynary purposes related to the support, promotion, development, and growth of OETA; and,

WHEREAS, it is the judgement of the OETA Board of Directors that the 1992 Memorandum Of Understanding (MOU) in force between OETA and OETA Foundation, Inc. should be dispensed with as it is outdated and, further, does not provide a clear delineation of roles and responsibilities of the two legal entities in keeping with best practices of governmental agencies supported by cooperating non-profit foundations and does not provide sufficient modicums of institutional control to ensure protection of the investments of the State of Oklahoma or the private donors who invest in OETA through charitable giving; and,

WHEREAS, the OETA Executive Committee seated on 23-August-2016 has aggressively pursued talks with the OETA Foundation, Inc. Executive Committee in an effort to revise the 1992 Memorandum Of Understanding (MOU) in force between OETA and OETA Foundation, Inc. in forums including but not limited to a Joint Retreat held in Tulsa on 23 and 24-February-2017, a Joint Coordinating Committee meeting held in Oklahoma City on 9-March-2017, and in meetings between principals of the two entities on 9-February-2017, 5-April-2017, and 1-March-2018 culminating in the transmission on 22-March-2018 of a proposed updated Memorandum Of Understanding (MOU) between OETA and the OETA Foundation, Inc. as drafted by the OETA Executive Committee; and,

WHEREAS, it is the intent of OETA, in consultation with the Attorney General of the State of Oklahoma concerning applicable law, by issuance of this instrument to provide the OETA Foundation, Inc. Board of Trustees and staff with guidance and direction in the utilization and stewardship of private funds charitably given for the benefit of OETA;

THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE OKLAHOMA EDUCATIONAL TELEVISION AUTHORITY (OETA):

1. THAT, the proposed updated Memorandum Of Understanding (MOU) between OETA and the OETA Foundation, Inc. as drafted by the OETA Executive Committee and transmitted to the OETA Foundation, Inc. Executive Committee on 22-March-2018 is duly endorsed by the full OETA Board of Directors and should be adopted by the OETA Foundation, Inc. Board of Trustees as soon as possible; and,
2. THAT, as communicated by the OETA Executive Committee to the OETA Foundation, Inc. Executive Committee via memoranda dated 13-January-2018 and 15-February-2018, all OETA Foundation, Inc.-initiated and OETA Foundation, Inc.-sponsored productions

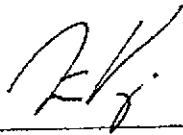
and/or programming shall be immediately brought under the direct authority and control of OETA management and staff; and,

3. THAT, as communicated by the OETA Executive Committee to the OETA Foundation, Inc. Executive Committee via memoranda dated 13-January-2018 and 15-February-2018, all OETA Foundation, Inc.-initiated and OETA Foundation, Inc.-sponsored communications in any form shall be brought under the direct authority and control of OETA management and staff; and,
4. THAT, pursuant to the powers granted to OETA to preempt programming in keeping with its public interest standard as stated in Provision 9 of the 1992 Memorandum Of Understanding (MOU) in force between OETA and the OETA Foundation, Inc., it shall be considered the standing policy of OETA to preemptively prohibit the broadcasting or distribution of any OETA Foundation, Inc.-initiated productions and/or programming unless said productions and/or programming were approved by OETA at the proposal stage, being that stage before OETA Foundation, Inc. funds were expended and/or resources and/or personnel were allocated and/or assigned to said productions and/or programming; and,
5. THAT, OETA shall consider any OETA Foundation, Inc. actions taken contrary to or in circumvention of the provisions of this Resolution to be a violation of OETA policy; and,
6. THAT, OETA shall consider failure on the part of OETA Foundation, Inc. to comply fully or to formally communicate OETA Foundation, Inc.'s intention to comply fully in a timely fashion with the provisions of this Resolution to be indicative of OETA Foundation, Inc.'s intent to not comply with the provisions of this Resolution, and shall accordingly authorize the OETA Executive Committee to, at the Committee's discretion,

schedule for the consideration of the OETA Board of Directors the possible invocation of Provision 12 of the 1992 Memorandum Of Understanding (MOU) in force between OETA and the OETA Foundation, Inc. and to take all necessary and lawful actions towards ensuring OETA's continued ability to make full and proper use of the options granted it under the laws of the State of Oklahoma (1982 Okla. Sess. Laws 607, SB 454) ; and,

7. THAT, OETA shall immediately distribute engrossed copies of this Resolution to the OETA Foundation, Inc. Board of Trustees and to OETA's senior management; and,
8. THAT, OETA shall undertake the above in consultation with the Attorney General of the State of Oklahoma concerning applicable law.

On behalf of the Board of Directors of the Oklahoma Educational Television Authority:



Mr. Garrett T. King, Chair

5-29-18

Date



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OETA

THE OKLAHOMA NETWORK

"The resolution passed today by the Oklahoma Educational Television Authority (OETA) Board of Directors provides OETA's current chosen cooperating non-profit entity, the OETA Foundation, Inc., with an articulation of OETA's views regarding stewardship and utilization of private gifts and sponsorships made for OETA's benefit. The resolution also clearly delineates OETA's position regarding the paramount importance of the Foundation's accession to the new Memorandum Of Understanding (MOU) which OETA proposed to the Foundation on 22-March-2018 following over a year of talks between leaders of our two organizations. The new proposed MOU is urgently needed to replace the 26-February-1992 MOU which is still in force and which no longer provides OETA the modicums of institutional control necessary to fulfill OETA's obligations to the people and State of Oklahoma; to protect the philanthropic investments of OETA's many generous private donors and underwriters, and to maintain OETA's relationships with regulators and partners including the Federal Communications Commission (FCC), the Public Broadcasting Service (PBS), the Corporation for Public Broadcasting (CPB).

It is OETA's hope that the Foundation will find the resolution helpful in carrying out its charitable mission of raising private funding for the benefit of OETA."

- *Garrett King*
Garrett King,
Chair,
OETA Board of
Directors

5-29-18

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EXHIBIT

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June 26, 2018

Dr. Jim Utterback, Chairman
OETA Foundation Board of Directors

Garrett King, Chairman
OETA Board of Directors

Dear Chairmen and Members of the Boards,

Kirkpatrick Foundation is a proud supporter of public television through the OETA Foundation. To date, we have donated \$[REDACTED] to the foundation. The programming that our support helps enable is essential to the quality of life for our fellow Oklahomans. The recent discord on display is a disservice to the viewers and consumers who rely on public television for excellence in programming.

Although OETA and the OETA Foundation are separate entities and should remain so—one being a government entity, and one being a nonprofit—you need only look at other local entities to see how working together benefits everyone. Examples coming to mind include the Oklahoma City Zoo and its support group, Oklahoma Zoological Society (ZooFriends), or perhaps Oklahoma City Public Schools and the Foundation for Oklahoma City Public Schools. Both ZooFriends and the Foundation for Oklahoma City Public Schools are independent 501c3 nonprofits with their own bylaws, their own boards, and their own leadership. I'm sure that both of these groups would be happy to discuss their models with your organizations, as you resolve your differences.

Importantly, Kirkpatrick Foundation only funds nonprofit organizations and does not make gifts to government entities. To shoe-horn the OETA Foundation under the supervision of OETA eliminates the 501c3 independence of the OETA Foundation, thereby making it a *quasi*-nonprofit, raising money under the guise of a nonprofit but, in actuality, as an arm of a state agency. At a time of fragile state-appropriated funding, to alienate individual, corporate, and foundation donors is ill-advised. The best path forward will be to strengthen the individual brands and boards of OETA and the OETA Foundation, with distinct websites, publications, and voices. We are happy to offer further advice as you navigate this situation. Working hand-in-hand, we can accomplish great things for the people (and animals!) of Oklahoma. I hope your two boards will come to an understanding to allow each of you to provide the service for which you are intended.

Best personal regards,

Louisa McCune
Executive Director

cc: Daphne Dowdy, Polly Anderson





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From: [REDACTED]
Sent: Wednesday, July 25, 2018 1:40 PM
To: Daphne Dowdy <ddowdy@oetafdn.org>
Subject: OETA/OETAF

Dear Daphne,

As you know, we have become aware of the current discussions between the Oklahoma Educational Television Authority and the Oklahoma Educational Television Authority Foundation. The existing governmental/ foundation relationship has been in place as we understand it for over twenty years and is similar to other relationships with which we have familiarity.

Our understanding and concerns are stated herein.

OETA is legally an authority under the laws of Oklahoma. Oklahoma has many authorities with the beneficial interest of the authority being the State of Oklahoma.

OETA Foundation is very different legally. It is a corporation that has received a 501c3 designation under the Internal Revenue Code. The Foundation's purpose is to provide public participation in the funding of public television in Oklahoma.

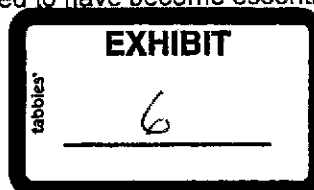
A few years ago, we spent considerable time doing due diligence prior to becoming major donors to the Foundation. After satisfying ourselves we determined to contribute annually to the Foundation. We have always been fans of OETA and the fine job they have done in presenting programming available not only to the metro areas of our state but also - and just as importantly - to virtually every corner of the state.

The direction, tone, construction and proposed directions of the ongoing discussions concern us greatly. The independence of the Foundation from the Authority was one of the major considerations in our decision not only to become a major donor to the Foundation but to provide a significant gift to the Foundation upon [REDACTED]

We have NO INTEREST in contributing to the Foundation if its independence is usurped by what is an instrumentality of the State. I question the validity of the tax deductibility of our gifts to the Foundation if the Foundation is under the control of the Authority. The new tax law this year limits deductions to \$10,000 a year for monies paid to state and local governments. I think most major donors already have lost a portion of that deduction by virtue of the change from previous tax years

WE ARE NOT WILLING to make any contribution to the State or it's Agencies or Authorities regardless of any other considerations.

Based on review of the information we have been able to glean concerning the proposed adoption of unilateral agreements, clearly the Foundation and the Authority could be deemed to have become essentially merged and I am aware of interesting tax rulings concerning that subject.



Simply put, we have no intention of assuming these kinds of risks on our donations and more importantly, we view this entire exercise as a political power grab initiated by parties known and unknown. We were shocked when we discovered the amount of funding provided to OETA by the Foundation that has not been spent for the last several years. We don't donate to create a "kitty" for the use and pleasure of a division of state government.

Reluctantly, we are hereby suspending our continuing funding to the Foundation until such time that a satisfactory resolution of these negotiations can be achieved.

We are very appreciative of you and your staff at the Foundation and we encourage the Boards of both the Foundation and the Authority to proceed carefully on this matter. I have discussed this with other donors and we are not the only ones concerned and rather dismayed.

Please feel free to share this email and our concerns as you determine to be appropriate.

Very truly,

[Redacted signature]



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TO: *Board of Trustees, Oklahoma Educational Television Authority Foundation,
Inc. (OETAF)*

FROM: *Garrett King, Chair, Board of Directors, Oklahoma Educational Television
Authority (OETA)*

RE: *OETAF Response of 15-November-2018*

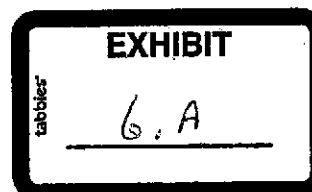
DATE: *3-December-2018*

Thank you for your communication of 15-November-2018 in response to the memorandum I transmitted on behalf of the OETA Board of Directors on 30-October-2018 related to the Oklahoma Fiscal Year (FY) 2019 budget support OETAF committed to OETA this past summer but has yet to fulfill.

Also, thank you for confirming that the funds OETA requested from OETAF for Oklahoma FY 2019 budget support and which the OETAF Trustees approved for OETA's use as advised via memorandum to OETA on 31-July-2018 are currently being withheld by OETAF per OETAF Board of Trustees directive and not per donor intent.

I cannot comment on the "policies" cited in OETAF's communication of 15-November-2018 that are guiding OETAF's withholding of the budget support it committed to provide OETA as those policies were not provided to OETA for reference purposes. No policies or donor/underwriting agreements/proposed agreements or any such documents are provided by OETAF to OETA which is outside the norm for agency-related foundations; this is a problem.

On behalf of the OETA Board of Directors I respectfully reiterate our request that the OETAF Board of Trustees fulfill the budget commitment it made to OETA on 31-July-2018 and direct OETAF management to



accede to the multiple requests made by OETA management in this matter, most recently on 1-October-2018.

Regarding other matters discussed in the OETAF memorandum of 15-November-2018:

1. OETA is in receipt of the e-mail of 16-October-2018 referenced in the OETAF communication of 15-November-2018; OETA staff and Directors have been in consultation on the matter with state and federal officials to ensure proper stewardship of the grant funds noted therein. OETA management is also in receipt of the unmarked envelope OETAF management put into the OETA Executive Director's mailbox; the envelope contained a number of unpaid Purchase Orders as well as, we assume, a check for \$1,233,180.55—OETA management have not opened the envelope containing what they believe to be the check referenced in the OETAF communication of 15-November-2018.
 - The OETA Board of Directors respectfully requests that the OETAF Trustees direct OETAF staff to remit separate checks for each respective grant item with appropriate notations made for the remaining FY 2018 CSG; remaining Education Innovation Grant; and Native American Grant. Also, it would be professional and prudent for the checks to be provided to OETA management in a clearly-marked envelope this time.
 - OETA management will return the unmarked envelope and the unopened envelope containing what we assume to be the check made payable to "OETA" to OETAF management.

2. OETA is in receipt of the 7-November-2018 memorandum from OETAF Senior Vice-President of Finance, Mr. Michael Vaughn, addressed to OETAF President, Ms. Daphne Dowdy, which the OETAF Trustees memorandum of 15-November-2018 characterized as a document that demonstrates that OETA's "future" is "at stake." I encourage Mr. Vaughn and any OETAF stakeholders who are interested in the operations and management of OETA to contact Governor Fallin or Governor-elect Stitt regarding the possibility of being nominated to the OETA Board of Directors where said stakeholders can appropriately participate in the governance of OETA.
3. The 15-November-2018 communication from the OETAF Trustees suggests convening a "Joint Operating Committee" as called for in the 1992 Memorandum Of Understanding (MOU) in force between OETA and OETAF.
 - o The OETA Executive Committee seated on 23-August-2016 has diligently pursued such talks including but not limited to a Joint Retreat held in Tulsa on 23 and 24-February-2017, a Joint Coordinating Committee meeting held in Oklahoma City on 9-March-2017, and in meetings between principals of OETA and OETAF on 9-February-2017, 5-April-2017, 1-March-2018, and 17-July-2018. OETA also issued guidance to OETAF to provide clarity and direction as to how the relationship between OETA and OETAF should be adjusted in the form of the *Moving Forward Together* memoranda of 13-January-2018 and 15-February-2018, and in the Resolution of 29-May-2018.
 - At this juncture, taking into account years of negotiation, the resignations of two long-time OETAF Board Chairs over the failure of OETAF staff to

work with OETA and comply with OETAF Board directives, and continued escalating staff-to-staff discord and mistrust, on behalf of OETA I issue one final invitation to OETAF to negotiate the modernized operating framework as proposed by OETA on 22-March-2018.

I am available to discuss at 405-929-0281. Again, thank you for your most recent communication.

A handwritten signature in black ink, reading "Janeth King". The signature is written in a cursive style with a large, stylized initial "J".



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Life & Leisure

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NEWS	COLUMNS	ANNOUNCEMENTS	AD RATES	CONTACT
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New director for OETA

• Thu, Oct 26, 2017

The Oklahoma Educational Television Authority (OETA) announced last week the hiring of Polly Anderson as the new Executive Director of OETA.

Anderson has 20 years experience in public media, having served as General Manager/CEO at New Mexico PBS, WUCF in Orlando and KWBW TV/FM in Waco, Texas. She will be the fifth Executive Director at OETA and the first woman to lead the organization.

According to Garrett King, OETA Board Chair, "Polly Anderson brings invaluable experience and perspective to the role of OETA's chief executive. The OETA Board of Directors looks forward to working with her to fulfill our mission of informing, inspiring, and connecting Oklahomans."

According to Anderson, "I am honored to accept the board's offer to lead OETA into a new era as new technology offers increased ways for OETA to be of service. This is an exciting time and I'm proud to lead this Oklahoma institution that has been educating, enlightening and engaging Oklahomans for over 60 years."

From humble beginnings in a basement classroom, OETA is now a statewide network that provides a diverse fare of television programs to viewers across Oklahoma and in surrounding states. OETA began with one transmitting station, little money, limited broadcast hours and a small and an almost immeasurable audience. Today, with OETA's statewide network of four transmitting stations and 14 translator stations, more than two million viewers tune into OETA on a weekly basis.



Anderson

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edmondlifeandleisure



@edmondpaper



@edmondlifeandleisure



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WEEKLY HIGHLIGHTS

Local News

- Darci Lynne Farmer named to honorary hospital board
- Coffee Creek project denied

VIRTUAL EDITION:

View this week's paper online!



View At Home
Fall/Winter 2018



View Calendar of Events
2018



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Human Resources

December 7, 2015

Ms. Polly Anderson
Executive Director – WUCF TV
Communications & Marketing

Dear Ms. Anderson,

By this letter you are placed on administrative leave, with pay, effective today until further notice pending review of allegations of misconduct. This action is taken in accordance with the University Regulation UCF-3.0124 (3).

You are directed not to return to work for any reason until further notice unless approval is granted in writing and in advance. You are further directed to turn in any and all university property and not to access any university equipment, property or controlled access information.

If you have questions regarding this action and returning all university equipment and property, you may contact Ms. Shelia Daniels, Interim Associate Vice President & Chief Human Resources Officer, at (407) 823-2771 or call me directly at (407) 823-2952.

Sincerely,

A handwritten signature in cursive script that reads 'Daniel A. Richardson'.

Daniel Richardson
Interim Executive Human Resources Director

Enclosure: University Regulation UCF-3.0124

cc: Ms. Shelia Daniels, Interim Associate Vice President & Chief Human Resources Officer
Mr. Grant Heston, Vice President for Communications & Marketing
Personnel File

Administration and Finance
3280 Progress Drive Suite 100 • Orlando, FL 32826-3229
407-823-2771 • FAX 823-0286
An Equal Opportunity and Affirmative Action Institution





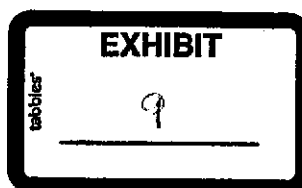
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SEPARATION AGREEMENT

This Separation Agreement (the "Agreement") is entered into the 16th of December, 2015, by and between the University of Central Florida ("UCF"), acting for and on behalf of the UCF Board of Trustees, the Florida Board of Governors, and the State of Florida, and Polly Anderson ("Employee"), Executive Director WUCF-TV, at the University of Central Florida ("Employer").

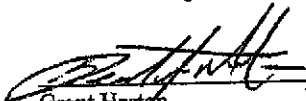
NOW, THEREFORE, for and in consideration of the mutual promises made in this Agreement, the parties agree to the following:

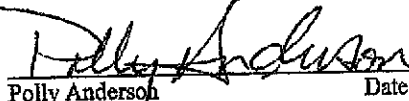
1. Upon the parties' execution of this Agreement, UCF agrees to accept the resignation submitted by Employee, to be effective as of February 22, 2016, unless Employee resigns sooner. UCF agrees to pay for services performed at Employee's present rate of pay through the effective date of her resignation, less all applicable payroll taxes and other payroll reductions for benefits or other lawful purposes. Until Employee's resignation takes effect, Employee will continue to receive retirement and insurance benefits at applicable levels and amounts. Employee will be assigned various administrative projects between the date this Agreement is signed and the effective date of her resignation.
Additionally, UCF agrees to make a lump-sum payment following the effective date of Employee's resignation equivalent to 6 weeks of pay, subject to applicable payroll taxes and other payroll reductions for benefits or other lawful purposes.
Additionally, UCF agrees to make a payment to Employee in the amount of \$18,400 for alleged compensatory and emotional damages, for which a Form 1099 will be issued. Employee agrees that she will be responsible for all tax obligations with regard to this payment.
UCF will follow established UCF policies and procedures regarding the payment of accumulated annual leave to employees leaving the university.
2. Employee shall be given the opportunity to: collect and remove personal effects from her office. Employee shall not otherwise return to her office or to WUCF-TV.
3. UCF shall not complete an annual performance review of Employee for the 2015 calendar year.
4. Neither Party, nor any representative of either Party, shall make any statement about this Agreement or the alleged acts or omissions giving rise to this Agreement that a reasonable listener could find disparaging or defamatory to the other Party to this Agreement. Further, no Party shall make any disparaging statements to any third-party concerning the other Party, their business practices, or other conduct.
5. Employee shall be provided with the opportunity to send an e-mail communication to UCF employees and colleagues outside UCF relaying the news of Employee's resignation from UCF (the "Resignation E-mail"). The Resignation E-mail shall be a collaborative effort between Employee and UCF with UCF retaining final review rights before Employee distributes the Resignation E-mail. The Resignation E-mail shall be completed and distributed as soon as feasible but not later than January 8, 2016.
6. UCF agrees that Employee will have an eligible for rehire status with the University. However, Employee acknowledges and agrees that neither UCF nor any of its related corporations or affiliates are or will be at any time under any obligation to employ her. Employee acknowledges that because of circumstances unique to the Employee, including, but not limited to irreconcilable differences with Employer, the Employee is not qualified to hold any position with Employer now or in the future and, therefore, Employee shall not apply for employment or otherwise seek employment in the future with Employer.
7. In exchange for the above stated consideration, Employee does hereby release, acquit, and forever discharge UCF, the UCF Board of Trustees, the Florida Board of Governors and the State of

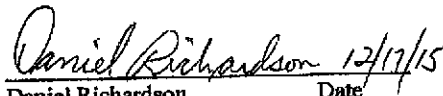


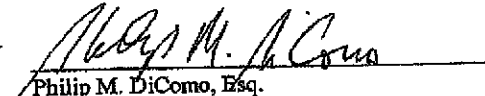
Florida, their officers, agents, employees assigns and affiliates, of and from all manner of actions and causes of actions, suits, claims and demands, whatsoever, whether known or unknown, whether anticipated or unanticipated, whether under federal or state law, which the undersigned ever had, now has or may hereafter have, for or by reason of any cause, matter or thing whatsoever to the date of these presents, including but not limited to any and all claims for damage to reputation, emotional distress, discrimination, retaliation, loss of earnings, loss of earning capacity, and all other losses, damages and expenses of whatever nature and kind, arising out of, connected with or in any way pertaining to her employment with The University of Central Florida or the cessation thereof.

8. In the event that prospective employers seek information from UCF regarding Employee's employment, UCF shall provide a neutral reference to include Employee's date of hire, position held, last rate of pay, date of resignation, and that Employee is eligible for rehire. Employee should make every effort to direct prospective employers to UCF's HR department.
9. It is expressly understood and agreed that the terms herein contained are contractual and not merely recitals and that the agreements contained herein and the consideration by UCF are to avoid litigation and to buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability, all liability being expressly denied by both the Employer and the Employee.
10. No version, copy or draft of this Agreement shall be placed in or referred to in Employee's official personnel file maintained by Employer's HR department. Rather, Employer shall place Employee's resignation in Employee's official personnel file and shall maintain all copies, drafts, or references to this Agreement in a separate file.
11. In the event of any litigation brought to enforce the terms of this Agreement, the prevailing party in any such action shall recover its attorney's fees and costs incurred in bringing such action, including those incurred at trial and at any appellate level.
12. The terms of this Agreement shall not be used as precedent by, nor confer standing on, any other persons.
13. The undersigned signatories for Employer hereby represent and warrant that they have the power and authority to execute this Agreement on behalf of Employer and bind Employer to the terms hereof. Employee acknowledges that she has had the opportunity to review this Agreement and discuss it with the advisor of her choice prior to signing.
14. This Agreement supersedes any prior written agreement between the parties.


Grant Heston Date 12/17/15
Vice President, Communications and
Marketing
University of Central Florida


Polly Anderson Date 12/17/15


Daniel Richardson Date 12/17/15
Interim Exec. Human Resources Dir.
University of Central Florida


Philip M. DiComo, Esq.
Counsel for Ms. Anderson



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January 8, 2016

Polly Anderson
University of Central Florida

You were directed by the university on December 7, 2015, not to access any university equipment, property or controlled access information. As a result, you were provided an alternate email address for business communications (pollyanderson2@ucf.edu).

On December 18, 2015, you gained access to your former UCF email address (polly.anderson@wucftv.org). With that access, you forwarded emails to a personal email address (polly.██████████@██████████). Most disturbingly, you also deleted emails from your work inbox, sent and deleted items folders.

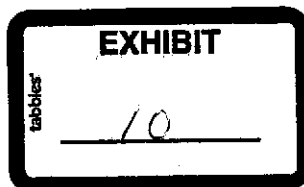
You are an employee of the university. As such, you are subject to the policies and procedures of the university, including public records requirements.

Per university policy 2-100.4: *"It is the policy of the University of Central Florida to comply with Florida's public records law and Florida's retention schedules for public records. All documents and other written materials that are made or received pursuant to law or that are made or received in the transaction of official university business and are used to perpetuate, communicate, or formalize knowledge are public records, which, regardless of form, are open for public inspection unless the legislature has specifically exempted them from disclosure. Most documents, including email messages and text messages, created or received by University of Central Florida employees in connection with official business are public records."*

University policy 2-100.4 further states: *"Employees may not delete public records for which they are the custodian except in accordance with the record retention schedules applicable to UCF as a state university."*

You were insubordinate in your actions and violated UCF policy 2-100.4 (as well as potentially violated Florida Statutes ch.119) regarding the retention of public records.

This letter is an official reprimand for your actions and will be included in your permanent personnel file. This letter also notifies you that you must retain all public records and that you are required to follow all university and state policies governing UCF employees.



I expect you to conduct yourself professionally and in accordance with university and state policies and procedures as a condition of your employment with UCF.

Sincerely,

A handwritten signature in black ink, appearing to read "Grant J. Heston", with a stylized flourish at the end.

Grant J. Heston
Vice President for Communications and Marketing

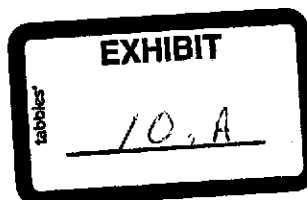
Sent via email to pollyanderson2@ucf.edu and polly.anderson18@gmail.com

cc: Personnel File



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- PA led a toxic work culture where she disregarded basic levels of respect, dignity and civility. In my judgement, her actions in this regard were setting the station up for failure. I routinely had her employees come to me in tears about her disrespectful actions. Of the multiple departments I supervise, her employees were the only ones who ever made such complaints and who cried to me about how they were being treated. Shouting at employees was routine, as was describing them as incompetent both professionally and personally. Within the first year, more than half a dozen employees left. PA refused to believe me when I counseled her about these issues, and how seriously I regarded them. Even when I engaged HR – and allowed PA to participate in forming and launching a climate survey of her team – she did not believe the data, belittled the process to her team and did not act on its findings. Eventually, PA stopped working on this issue with HR and me completely. As of this date, her three direct reports told me they had been planning to leave as soon as possible and that more people were also looking. With HR's assistance, we hired a leadership coach as a final step to help PA, but did not take that step due to a report from University Audit.
- On November 30 I received a report from University Audit that found PA violated university policy regarding use on institutional resources for personal gain. I read the report and found it convincing. PA's policy on trade was clear – she did not condone it and rejected several proposals that included trade or in-kind components. In the case of a board seat she personally wanted, PA overrode her team and cancelled pending revenue-generating contracts with the Science Center to trade on-air promotion for her seat on the board. PA told me after the fact that she had been "elected" to the board, but never brought me an in-kind proposal or told me about it. I would not have approved it if she had. Her gaining this seat was never a goal or condition of her employment. The action itself, along with her not telling me about it, convinced me that this rose to a termination event.
- PA never acted as though WUCF TV was part of the university. In words and action, she minimized the university's role and never pursued the goals I set for her to expand how the station integrated students and faculty into its operation. She engaged in the UCF Downtown project at my insistence, and only focused on what she could "get" for WUCF TV out of the project – she did not take a larger approach of what was in the best interest of the university. She also did not engage with the Nicholson School unless forced to do so, and then only to the least amount possible. Finally, PA referred to UCF as a "partner" in public remarks, making no distinction between the university and an unaffiliated community sponsor. In fact, PA initially refused to run UCF's institutional 30-second spot on the channel because it said "we" and she alleged viewers would think UCF was WUCF TV. Only once I stepped in and insisted did the spot air unaltered.
- PA routinely disregarded my direct instructions. Early in her tenure, she removed my name from WUCF TV production credits and the website without seeking my permission. When I discovered this, she restored my credits in productions, but not on the website. Earlier this year, my on-air credits were again removed without my approval. I had to insist, again, to PA that they be restored.



When I asked why they had been removed, she blamed her staff. Her team reported to me that she told them to remove my name. I regularly told her in our standing meetings to be more prepared and give me more than 60 seconds of updates in our 30-minute meetings. I had to question and play detective to understand what was happening inside the station. She recently stopped providing me monthly financial statements. PA displayed intransigence bordering on insubordination in meetings with me where she refused to discuss policy, process or suggestions. I also was told that PA routinely attacked me personally and professionally in private and open meetings.

- The bottom line with these issues is that they combine to show two things: 1) PA's failed leadership and erratic created a toxic work culture of mistrust. 2) I lost faith and confidence that PA was telling me the truth, that I could trust her and that the station was better off with her as executive director. The primary task of our new executive director will be to rebuild a professional and appropriate work culture in WUCF TV.



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Dec 7 meeting notes from Laura Stylianou:

Attendees: Grant Heston, Dan Richardson (HR), Tammy Forrester, Polly Anderson and myself at 10:30 a.m. in the Communications and Marketing conference room.

Grant spoke about issues with culture, climate, respect and leadership with the team and how suggestions for improvements were not embraced by Polly.

Grant mentioned that the audit report was clear and was in regards to her Orlando Science Center board position.

For these reasons, and after consulting with HR, General Counsel and Audit, a decision was made that Polly should be removed effective immediately as Executive Director of WUCF TV. Grant said the timing was determined by the audit.

Polly was told that effective immediately she has no authority over the station, operations or personnel and she is not to conduct business on behalf of WUCF or represent WUCF in any way.

It was now her decision on how to proceed. Grant offered, although he and the university did not have to do so, that she can choose to resign, 90-days pay/benefits and be deemed eligible for rehire when prospective employees inquire. He mentioned special projects for that 90-day period and that logistics would be determined by today's 4pm deadline for this decision.

Polly's comments:

"Wow, this is something you wanted for a long time, Grant."

"I talked about Orlando Science Center with you and I was on the board for the benefit of UCF, not personal gain."

"It's bogus, you've never had my back, undermined me at every opportunity."

"Employee with anger management issues that you refused to address."

"Problem with culture is because of you."

"I have an attorney."

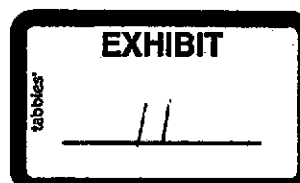
Grant: This is not debatable but for the sake of the record, I disagree with everything you said across-the-board.

Polly "Culture of this place is wrong because of you. I built a strong team." Grant disagreed by stating it was a strong team despite of her.

Grant handed Polly the folder of documents, Dan escorted her from the room and then to her office.

Later, Dan confirmed the documents were in her possession when he escorted her to her car.

Meeting concluded at approximately 10:37 p.m.





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Department of the Treasury
Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Date:

April 5, 2018

Person to contact/ID number:

Mr. Schatz - 0196497

Contact telephone number:
877-829-5500

OKLAHOMA EDUCATIONAL TELEVISION
AUTHORITY FOUNDATION INC
% POLLY ANDERSON
7403 N KELLEY AVE
OKLAHOMA CITY OK 73111-8420

Dear Sir or Madam:

We're responding to your letter dated January 25, 2018, requesting copies of Oklahoma Educational Television Authority Foundation Inc.

Your copies are enclosed.

If you have questions, you can contact the person listed above.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Your Copies

EXHIBIT

tabbies

12



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JLZ

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

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JOHN C. MOYER, JR.
JOHN E. HOWLAND
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
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OKLAHOMA CITY, OKLAHOMA 73112
(405) 521-0202

C.H. ROSENSTEIN (1898-1990)
HENRY L. FIST (1898-1976)
DAVID L. FIST (1981-2008)

OF COUNSEL
JERRY A. RICHARDSON
STACI L. ROBERDS
CHERYL A. DIXON

ADAM S. BREIPOHL
N. ROXANE MOCK
HALEY A. DRUSEN

October 2, 2018

Records Custodian
Oklahoma Educational Television Authority
7403 North Kelley Avenue
Oklahoma City, OK 73111

RE: Open Records Act Request

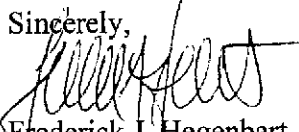
Dear Sir/Madame:

This letter will serve as a request under the *Oklahoma Open Records Act*, 51 O.S. §24A.1, et seq. for copies of the records of the Authority detailed as follows:

1. Any and all correspondence from the Authority OR its Executive Director to the Internal Revenue Service during the 12 month period preceding the date of this request; and
2. Any and all video and audio surveillance of the receptionist's desk at OETA's main office at 7403 North Kelley Avenue in Oklahoma City office from 3:00 p.m. until 5:00 p.m. on Thursday, September 27, 2018.

You will be reimbursed for reasonable copying and video reproduction expenses per your written policy, if applicable. We appreciate your assistance and should you have any questions, please do not hesitate to call me.

Sincerely,


Frederick J. Hegenbart

ROSENSTEIN, FIST & RINGOLD

cc: Daphne Dowdy
Jerry Zimmerman
Mike Burrage





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October 12, 2018

Frederick J. Hegenbart
Rosenstein, Fist & Ringold
Park Center
525 South Main, Suite 700
Tulsa, OK 74103-4508

Dear Sir,

Enclosed please find a data storage device containing two video (.mov) files. The first is taken from the security video of the front desk area of the OETA on Thursday, September 27, 2018 from 3:00 p.m. to 4:00 p.m. (15:00 to 16:00). The second file is taken from the same camera, on the same day from 4:00 p.m. to 5:00 p.m. (16:00 to 17:00).

Regarding your second request, there is no correspondence from the Authority or Executive Director to the Internal Revenue Service in the past twelve month period.

Sincerely,

A handwritten signature in black ink that reads "Polly Anderson". The signature is fluid and cursive, with the first name "Polly" and last name "Anderson" clearly distinguishable.

Polly Anderson
Executive Director

OKLAHOMA EDUCATIONAL TELEVISION AUTHORITY
7403 North Kelley Avenue • Oklahoma City, OK 73111
(405) 848-8501 • (800) 879-6382
OETA.tv





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Business Platinum Card®
OKLAHOMA EDUCATIONA
DAPHNE DOWDY
Closing Date 05/15/18

OPEN

p. 5/9

Account Ending 6-XXXXXX

Detail Continued

				Amount
05/03/18	GODADDY.COM (480)505-8855	480-505-8855	AZ	\$92.34
05/04/18	TERRY FARRIS squareup.com/receipts	OKLAHOMA CITY	OK	\$240.00
05/08/18	AFP 703-647-1676	ARLINGTON	VA	\$270.00
05/08/18	AFP 703-647-1676	ARLINGTON	VA	\$270.00
05/09/18	GODADDY.COM (480)505-8855	480-505-8855	AZ	\$163.80
05/10/18	ONCUE 129 09459603 ONCUE 129	EDMOND	OK	\$45.73
05/11/18	GODADDY.COM <i>Cust # 5486342</i> (480)505-8855	480-505-8855	AZ	\$115.47
05/12/18	CRYSTAL CITY MARRIOTT Arrival Date 05/13/18 00000000 CARDEPOSIT Departure Date 05/16/18	ARLINGTON	VA	\$1,140.43
05/12/18	MSFT * E08005WZOB 0000 800-642-7676	MSBILL.INFO	WA	\$2,100.00
05/13/18	Southwest Airlines SOUTHWEST AIRLINES (MASTE From: OKLAHOMA CITY WILL To: HOUSTON HOBBY APT WASHINGTON NATIONA DALLAS/FORT WORTH OKLAHOMA CITY WILL Ticket Number: 5261445166408 Passenger Name: DOWDY/DAPHNE DAWN Document Type: PASSENGER TICKET	DALLAS	TX	\$140.07
05/14/18	Southwest Airlines SOUTHWEST AIRLINES (MASTE From: HOUSTON HOBBY APT To: OKLAHOMA CITY WILL Ticket Number: 5261445540545 Passenger Name: DOWDY/DAPHNE Document Type: PASSENGER TICKET	DALLAS	TX	\$327.98
05/15/18	UBER *TRIP E6DR5 HELP.UBER.COM	HELP.UBER.COM	CA	\$21.54
05/15/18	UBER *TRIP 5KICJ HELP.UBER.COM	HELP.UBER.COM	CA	\$32.55
05/15/18	UBER *TRIP XQFP4 HELP.UBER.COM	HELP.UBER.COM	CA	\$20.04
05/15/18	PAPPADEAUX #612 Q80 0000 713-869-0151	HOUSTON	TX	\$63.83



MARY LEE
Card Ending 6-81022 Monthly Spending Limit: \$7,500

				Amount
04/18/18	WILLIAM FORSTER PREMIUM CAR GOSQ.COM squareup.com/receipts	Oklahoma City	OK	\$144.00
04/20/18	UBER *TRIP IRZAT HELP.UBER.COM	HELP.UBER.COM	CA	\$5.00

EXHIBIT

tabbles

15

Continued on reverse



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May 18, 2018

Daphne's AMEX bill -- unauthorized charge

5/11/18 Go Daddy \$115.47

Traci researched with Go Daddy, determined this charge was from customer #5486342 managed by [REDACTED]
[REDACTED] at OETA. [REDACTED] registered domains for

oetafdn.com

oetafdn.net

[REDACTED] tried to purchase oetafdn.org but was unavailable since Traci purchased that domain on 5/9/18





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Microsoft Outlook on behalf of Polly Anderson

Meeting Forward Notification: Discussion

To Daphne Dowdy

Your meeting was forwarded

Polly Anderson has forwarded your meeting request to additional recipients.

Medicine

Discussion

Meeting Time

Monday, 12 February 2018 13:00-14:00.

Recipients

Folly Anderson

All times listed are in the following time zone: (UTC-05:00) Central Time (US & Canada)

Sent by Microsoft Exchange Server

EXHIBIT

Tables

File

Meeting Response



Delete



Reply



Reply



Forward



More



Meeting



Notes



MOSAIC OKLA...



Team Email



Reply & Delete



To Manager



Done



Create New



Move



Rules



Actions



Mark



Categorize



Follow



Up



Translate



Find



Related



Select



Zoom

Mon 2/12/2018 2:23 PM

Polly Anderson

Accepted: Discussion

To Daphne Dowdy

When Monday, February 12, 2018 1:00 PM-2:00 PM (UTC-06:00) Central Time (US & Canada).

Location Rosenstein, First & Ringold

Accepted Cynthia Reid (creid@okschamber.com); Dr. James Utterback <j.utterback@ssccok.edu>; Michael Vaughn; Louise Lee; fredh@friam.com; Polly Anderson

Tentative No attendees have tentatively accepted.

Declined No attendees have declined.

Polly Anderson has accepted this meeting.

Microsoft Outlook on behalf of Polly Anderson

Meeting Forward Notification: COS/CPB extension

To Daphne Dowdy

Your meeting was forwarded

Polly Anderson has forwarded your meeting request to additional recipients.

Meeting

COS/CPB extension

Meeting Time

Wednesday, 14 February 2018 13:00-14:00.

Recipients

Polly Anderson

All times listed are in the following time zone: (UTC-05:00) Central Time (US & Canada)

Sent by Microsoft Exchange Server

The image shows a close-up of the Microsoft Word ribbon, specifically the 'Send To Recipients' group. The ribbon is divided into several tabs: 'Delete', 'Reply', 'Forward', 'Meeting', and 'Meeting Notes'. The 'Delete' tab is currently selected, showing options like 'Delete' and 'Delete All'. The 'Reply' tab shows 'Reply' and 'Reply All'. The 'Forward' tab shows 'Forward'. The 'Meeting' tab shows 'Meeting' and 'Meeting More'. The 'Meeting Notes' tab shows 'Meeting Notes'. Below the ribbon, a 'Quick Steps' task pane is visible, showing a list of tasks: 'To Manager', 'Done', 'Create New', 'MOSAIC OK...', 'Team Email', 'Reply & Delete', 'Move', 'Rules', 'Actions', 'Mark', 'Categorize', 'Follow', 'Up', 'Find', 'Related', 'Select', 'Translate', 'Zoom', and 'Zoom'. The 'Quick Steps' pane is currently empty, showing only the 'To Manager' task.

[illegible]

The image shows a close-up of the Microsoft Word ribbon, specifically the 'Send To Meeting' group. The ribbon is divided into several tabs: 'Delete', 'Reply', 'Forward', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Delete' tab is currently selected, showing options like 'Delete', 'Reply', 'Forward', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Reply' tab shows 'Reply', 'Reply All', 'Respond', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Forward' tab shows 'Forward', 'Reply', 'Reply All', 'Respond', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Meeting' tab shows 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Meeting Notes' tab shows 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Quick Steps' tab shows 'Quick Steps', 'Move', 'Tags', and 'Editing'. The 'Move' tab shows 'Move', 'Tags', and 'Editing'. The 'Tags' tab shows 'Tags', 'Editing', and 'Zoom'. The 'Editing' tab shows 'Editing' and 'Zoom'. The 'Zoom' tab shows 'Zoom' and 'Zoom'. The ribbon is dark-themed, and the text is white. The background is a blurred image of a person's face.

The image shows a vertical strip of the Microsoft Word interface. At the top, the 'Send To Meeting' ribbon tab is active, displaying icons for 'Delete', 'Reply', 'Reply All', 'Forward', 'Meeting', and 'More'. Below this, the 'Meeting Notes' task pane is open, showing a list of actions: 'To Manager', 'Done', 'Create New', 'Team Email', and 'Reply & Delete'. The 'Quick Steps' group is also visible, with icons for 'Move', 'Actions', 'Mark', 'Categorize', 'Follow', 'Up', and 'Tags'. The 'Find' and 'Related' groups are partially visible at the bottom.

[illegible]

The image shows a close-up of the 'Send To Meeting' group on the Microsoft Word ribbon. The ribbon is divided into several tabs: 'Delete', 'Reply', 'Forward', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Delete' tab is currently selected, showing options like 'Delete', 'Reply', 'Forward', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Reply' tab shows 'Reply', 'Reply All', 'Respond', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Forward' tab shows 'Forward', 'Reply', 'Reply All', 'Respond', 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Meeting' tab shows 'Meeting', 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Meeting Notes' tab shows 'Meeting Notes', 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Quick Steps' tab shows 'Quick Steps', 'Move', 'Tags', 'Find', and 'Zoom'. The 'Move' tab shows 'Move', 'Tags', 'Find', and 'Zoom'. The 'Tags' tab shows 'Tags', 'Find', and 'Zoom'. The 'Find' tab shows 'Find', 'Zoom', and 'Zoom'. The 'Zoom' tab shows 'Zoom'.

[illegible][illegible]

The screenshot displays the 'Send To Recipients' group on the Microsoft Word ribbon. The ribbon is divided into several tabs, each with a set of icons. The 'Send To Recipients' tab is currently selected, showing options for sending documents to recipients. The options are organized into three main sections: 'Send To Recipients', 'Quick Steps', and 'Move'. The 'Send To Recipients' section includes 'Delete', 'Reply', 'Reply All', 'Respond', 'Meeting', 'Meeting Notes', and 'Meeting Notes'. The 'Quick Steps' section includes 'To Manager', 'Done', 'Create New', and 'Reply & Delete'. The 'Move' section includes 'Move', 'Rules', 'Actions', 'Mark', 'Categorize', 'Follow', 'Up', and 'Tags'. The 'Send To Recipients' tab is currently selected, showing options for sending documents to recipients. The options are organized into three main sections: 'Send To Recipients', 'Quick Steps', and 'Move'. The 'Send To Recipients' section includes 'Delete', 'Reply', 'Reply All', 'Respond', 'Meeting', 'Meeting Notes', and 'Meeting Notes'. The 'Quick Steps' section includes 'To Manager', 'Done', 'Create New', and 'Reply & Delete'. The 'Move' section includes 'Move', 'Rules', 'Actions', 'Mark', 'Categorize', 'Follow', 'Up', and 'Tags'.

[illegible]

A screenshot of the Microsoft Word ribbon, specifically the 'Send To Recipients' group. The ribbon is divided into several tabs: 'Delete', 'Reply', 'Forward', 'Meeting', and 'Meeting Notes'. The 'Delete' tab is currently selected, showing options like 'Delete', 'Reply', 'Forward', 'Meeting', and 'Meeting Notes'. The 'Reply' tab shows 'Reply', 'Forward', 'Meeting', and 'Meeting Notes'. The 'Forward' tab shows 'Forward', 'Meeting', and 'Meeting Notes'. The 'Meeting' tab shows 'Meeting' and 'Meeting Notes'. The 'Meeting Notes' tab shows 'Meeting Notes'. The ribbon also includes a 'Quick Steps' section with 'To Manager', 'Done', and 'Create New'. A 'Move' section includes 'Move', 'Rules', and 'Actions'. A 'Tags' section includes 'Mark', 'Categorize', 'Follow', 'Up', and 'Unread'. The ribbon ends with 'Find', 'Related', 'Select', 'Translate', 'Editing', 'Zoom', and 'Zoom'.

Zoom Zoom

To Daphne Dowdy

Your meeting was forwarded

Polly Anderson has forwarded your meeting request to additional recipients.

Meeting

QETA Board Meeting

Meeting Time

Tuesday, 27 February 2018 10:00-12:00.

Recipients

Polly Anderson

All times listed are in the following time zone: (UTC-06:00) Central Time (US & Canada)

1
2
3
4
5

Accepted: OETA Board Meeting

Daphne Dowdy

When
Tuesday, February 27, 2018 10:00 AM-12:00 PM (UTC-06:00) Central Time (US & Canada)

Location Media Conference Room

Accepted field@okschamber.com; james.utterback@ysox.edu; rla522@msn.com; Itaci.Burnette@ Michael.Vaughn@ Polly.Anderson@

Tentative No attendees have tentatively accepted.

Declined No attendees have declined.

I Polly Anderson has accepted this meeting

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March 7th, 2018

RE: OETA Foundation Outlook Access and Permissions

To whom it may concern:

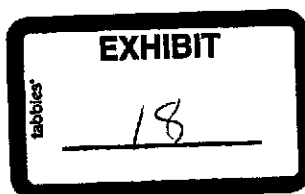
My name is Terry Farris and I am a freelance IT consultant. I am a certified Apple Certified Mac Technician. I have years of IT career experience with Apple, The University of Oklahoma, Tucker Energy Services, and as a freelance consultant.

OETA Foundation asked me to examine their current Office 365 setup in regards to their Outlook calendar. The concern was presented that unwarranted users may have access to view and edit calendar events. This was brought to their attention when they started receiving email notifications about certain calendar events. These notifications showed that certain calendar events owned by Daphne Dowdy (ddowdy@oeta.tv) were being forwarded to Polly Anderson (panderson@oeta.tv) by Polly Anderson.

This was perplexing and concerning, as panderson@oeta.tv was not invited to these events by Daphne Dowdy or her staff. I viewed the calendar events in question, the email notifications concerning those events, and the shared calendar user list and permissions. A few local users were sharing the calendar with various permission levels but Polly Anderson was not listed as a user with access.

There is, however, a default setting for "Everyone" on the same Outlook server within the organization. This setting is set to "view only" with no editing capabilities. I put this to the test by viewing the calendar of several random names listed in the organization list while logged in as ddowdy@oeta.tv. In every instance, I was able to view their calendar events but could not open them and certainly could not forward them or add invitees. This proved to me that panderson@oeta.tv had been granted full read/write permission at the Outlook server level by an administrator.

Terry Farris

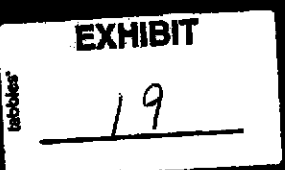




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OETA
FOUNDATION

**Stanley R. & Elyse Culp Crites
Drs. Paul Westbrook and Lynn Cyert
DeFehr Family Foundation
Major General (Retired) David Gillett**



OETA Producers Club

Stanley R. & Elyse Culp Cyert

Drs. Paul Westbrook and Lynn Cyert

DeFehr Family Foundation

Major General (Retired) David Gillett

Donald J. Groth

Cathy & Steve Herrin

OETA Foundation Producers Club Spot:



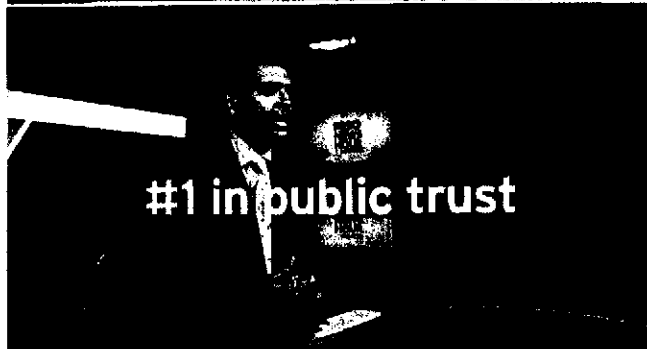
Experience the best
of the



History...



#1 in public trust



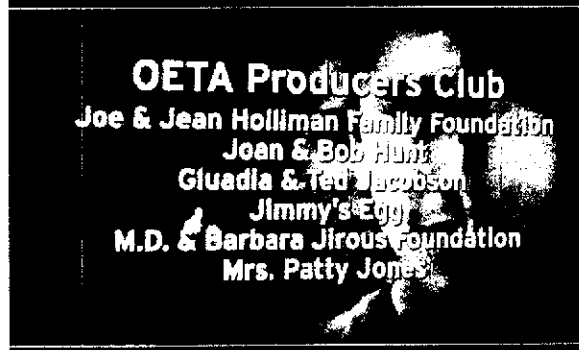
#1 in public trust

OETA Producers Club Spot:



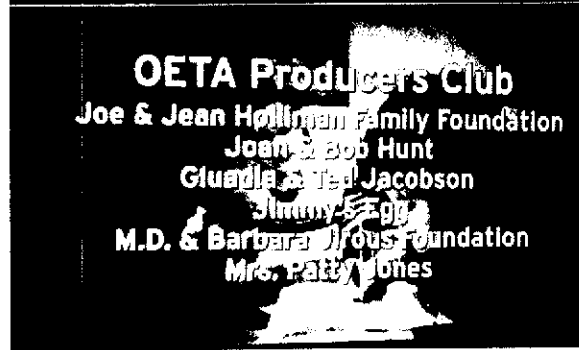
OETA Producers Club

Stanley R. & Elyse Griggs/
DeFehr Family Foundation
Major General (Retired) David Gillett
Donald J. Groth
The Harris Foundation
Cathy & Steve Herrin



OETA Producers Club

Joe & Jean Holliman Family Foundation
Joan & Bob Hunt
Gluedia & Ted Jacobson
Jimmy's Egg
M.D. & Barbara Jirous Foundation
Mrs. Patty Jones



OETA Producers Club

Joe & Jean Holliman Family Foundation
Joan & Bob Hunt
Gluedia & Ted Jacobson
Jimmy's Egg
M.D. & Barbara Jirous Foundation
Mrs. Patty Jones



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OETA Foundation Producers Club Spot:



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DeFehr Family Foundation
Major General (Retired) David Gillett
Donald J. Groth



The Harris Foundation
Cathy & Steve Herrin
Joe & Jean Holliman Family Foundation
Joan & Bob Hunt



Glaudia & Ted Jacobson
Jimmy's Egg
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Thank you!

OETA Producers Club Spot:



OETA Foundation Producers Club Spot:





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From: Daphne Dowdy
Sent: Friday, September 14, 2018 11:56 AM
To: Polly Anderson [REDACTED]
Cc: Lisa Ondak [REDACTED]; Mickie Smith [REDACTED]; Louise Lee [REDACTED]; Janette Thornbrue [REDACTED]
Subject: Producers Club and other spots

Hi Polly,

I still need to follow up on this matter. I think it is fair for me to ask you to respond.

Polly, fundraising is the lifeblood of the Foundation, and on-air recognition is an important method to enable the Foundation to both continue and to enhance its fundraising activities. It helps OETA and the Foundation.

Please advise me as to whether the Foundation can return to managing its on-air recognitions and solicitations. Not only will that help OETA and the Foundation but it will also assist the Foundation in complying with the suggestions of the Attorney General of the State of Oklahoma.

Thank you for your consideration,
Daphne

From: Daphne Dowdy
Sent: Tuesday, September 11, 2018 11:09 AM
To: 'Polly Anderson' [REDACTED]
Cc: Lisa Ondak [REDACTED]; Mickie Smith [REDACTED]; Louise Lee [REDACTED]; Janette Thornbrue [REDACTED]
Subject: RE: Producers Club and other spots

So anyway, back to my original question:

Do you think it would be possible for OETA to allow the Foundation to return to managing Foundation on-air recognitions and solicitations? It will save your team time and help the Foundation.

Thank you for your consideration,
Daphne



From: Polly Anderson [REDACTED]

Sent: Tuesday, September 11, 2018 10:08 AM

To: Daphne Dowdy [REDACTED]

Cc: Lisa Ondak <[REDACTED]>; Mickie Smith <[REDACTED]>; Louise Lee <[REDACTED]>; Janette Thornbrue <[REDACTED]>

Subject: RE: Producers Club and other spots

OK. Thanks.

From: Daphne Dowdy [REDACTED]

Sent: Tuesday, September 11, 2018 9:47 AM

To: Polly Anderson [REDACTED]

Cc: Lisa Ondak <[REDACTED]>; Mickie Smith <[REDACTED]>; Louise Lee <[REDACTED]>; Janette Thornbrue <[REDACTED]>

Subject: RE: Producers Club and other spots

No, Polly. OETA was not asked to produce anything.

You will see on the production sheet you attached that the spot was "complete/ready for air" when it was submitted to you. Your team marked out the content that OETA wished to delete on its own re-edit. The re-edit marks, including a slash through our note that the edit was complete, are signed by Janette Thornbrue.

Daphne

From: Polly Anderson [REDACTED]

Sent: Tuesday, September 11, 2018 9:39 AM

To: Daphne Dowdy [REDACTED]

Cc: Lisa Ondak <[REDACTED]>; Mickie Smith <[REDACTED]>; Louise Lee <[REDACTED]>; Janette Thornbrue <[REDACTED]>

Subject: RE: Producers Club and other spots

Daphne,

We produced what we were asked to produce. Please see attached.

- Polly

From: Daphne Dowdy [REDACTED]

Sent: Monday, September 10, 2018 1:10 PM

To: Polly Anderson [REDACTED]

Cc: Lisa Ondak <[REDACTED]>; Mickie Smith <[REDACTED]>; Louise Lee <[REDACTED]>

Subject: Producers Club and other spots

Polly,

I haven't made an issue of it to date, however we have, of course, noticed that OETA is taking Foundation material and re-editing it to exclude the Foundation logo, voiceovers and other identifying material. One example would be our Producers Club spots which recognize major donors to the Foundation.

I know you are aware that the Oklahoma Attorney General's office requested that the Foundation clearly identify itself on spots like this. OETA's re-edit of our spots, without our knowledge or permission, prohibits us from complying with that AG request. It also prohibits us from correctly identifying and recognizing our donors. The attached example is a screenshot from OETA's air and illustrates how unnecessary editing leads to misidentification of Foundation donors on-air. I'm sure this is not OETA's intention.

I'm hoping we can get to a place of trust. Do you think it would be possible for OETA to allow the Foundation to return to managing Foundation on-air recognitions and solicitations? It will save your team time and help the Foundation.

We look forward to working in harmony with OETA in service to our donors.

Daphne

President & CEO
OETA Foundation
405.841.9201 direct
[REDACTED]

Please note my new email address and update your address book so we stay in touch.



OETA Spot Form

DUE DATE: 6/18/18

Start Date: 6/11/2018
 Aired By: Ondak/Dowdy/MJS

☐ New Spot
☒ Replaces Current

Spot Type: Foundation (Fill In Spot Des)
 Length/TRT: :30
 Spot: 3Q Producers Club Promos
 Description: 2 of 4 #2

FOUNDATION/UNDERWRITER/SPONSOR

Title/Underwriter: Producers Club #2
☒ RS - RUN OF SCHEDULE
☐ PS - PROGRAM SPONSOR

OPERATIONS INFORMATION

Start Date: 6/15/2018 Airing on channels: ☒ HD ☒ OKLA ☐ KIDS ☒ CREATE
 End Date: 9/15/2018 On-Air Rotation: ☒ Daytime ☒ Weekdays
 # choice ☒ Daily ☐ Weekly ☒ Primetime ☒ Weekends

PRODUCTION INFORMATION

Dub(s) req'd after completion/Format(s): Other: Spots complete/Ready for air
 Audio Source: Instructions:
 Video Source: Instructions: see H2067595

AUDIO COPY

VIDEO/SOURCE

PROGRAMMING ON OETA IS BROUGHT TO YOU IN
 PART BY THE PRODUCERS CLUB.

THESE GENEROUS DONORS AND MANY MORE
 HAVE HELPED CREATE ONE OF THE STRONGEST
 PUBLIC MEDIA SERVICES IN THE COUNTRY.

AND THAT PAYS DIVIDENDS FOR
 OKLAHOMA...MAKING US ALL SMARTER, BETTER,
 CITIZENS.

THINK ABOUT INCREASING YOUR CONTRIBUTION
 AND BECOMING A PRODUCER TODAY.

THERE ARE PLENTY OF PERKS.
 BUT THE BEST ARE THE ONES WE CAN ALL SHARE.
 THANK YOU.

GG: OETA Foundation Producers Club

Stanley R. & Elyse Culp Cyert.
 Drs. Paul Westbrook and Lynn Cyert
 DeFehr Family Foundation
 Major General (Retired) David Gillett
 Donald J. Groth
 Cathy & Steve Herrin
 Joe & Jean Holliman Family Foundation
 Joan & Bob Hunt
 Glaudia & Ted Jacobson
 M.D. & Barbara Jirous Foundation
 Mrs. Patty Jones

GG: OETA Foundation Logo

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GG: www.oeta.tv/support

ON-AIR OPERATIONS: SUBMIT TO TRAFFIC

Work order request date received: 6/12/18 Received by: [Signature] HOUSE MEDIA ID:
 NOTES: H2070185

PRODUCTION

Work order date received from OPS: Received by:
 Date completed/Int: 6-19-18 Requested dubs completed: Confirm Length/TRT: 30
 NOTES: DUB REEL #: H20185

ON-AIR OPERATIONS: MASTER CONTROL

Ingst completed date: Completed by: Ready-for-air:
 NOTES:



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#PBSkid

What's the Deal? Season III: AIR & SPACE

OETA
FOUNDATION

In this series we explore the scientific principles related to space and air travel. How do the principles of time and space work for us on earth and in our quest for the stars.

Episode 1: Need a Lift?

We all know that airplanes fly. But how, exactly, does all of that metal and fuel actually stay in the air?

Episode 2: Just Thrust ($f=m \cdot a$) Newton's 2nd?

Planes can fly really fast; rockets can go pretty quick too. How do they manage to go so much faster than, say, a car? Thrust. Newton's 2nd law tells that force, mass, and acceleration are related.

Episode 3: What makes GPS tick?

GPS devices in cars have been helping the directionally challenged for years – but did you know they also help farmers get the most out of their land. Satellites takes modern farming into the space age!

Episode 4: Snap, crackle, pop!

We've all had our ears pop, especially on planes. What makes changes in air pressure cause that pop? We'll look at the structure of the inner ear and learn how air pressure changes actually help us to hear.

Episode 5: Why so weightless?

Everyone knows that astronauts float in space because there's no gravity, right? Nope! Gravity and Velocity keeps structures in space constantly falling towards earth without ever hitting it. Who knew?

Episode 6: It's Just a Phase

There are full moons, crescent moons, and even new moons. But what causes the moon to look like it's changing shape? Come to the dark side and explore Orbits!

Episode 7: The Power of Light

Solar power plants are popping up everywhere and the question is, how is it possible to turn sunlight into electricity? Solar panels of course and we'll be converting sunlight into electricity. It's Electrifying!

Episode 8: Dead Reckoning

Pilots used to use a compass, map, and a simple equation ($\text{distance} = \text{speed} \cdot \text{time}$) to navigate all over the world. You can too. Never get lost in the woods again!

EXHIBIT

21



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Daphne Dowdy

From: Daphne Dowdy
Sent: Monday, January 29, 2018 12:28 PM
To: Mickie Smith; Polly Anderson
Cc: Curtis Calvin; Michael Vaughn; Jessi Crino; Lynn Bush
Subject: RE: WTD? project

Further, PBS legal has reviewed our funding and sees no reason not to proceed.

Daphne

From: Mickie Smith
Sent: Monday, January 29, 2018 12:18 PM
To: Polly Anderson <[REDACTED]> Daphne Dowdy <[REDACTED]>
Cc: Curtis Calvin <[REDACTED]> Michael Vaughn <[REDACTED]> Jessi Crino <[REDACTED]>; Lynn Bush <[REDACTED]>
Subject: RE: WTD? project

Polly,
According to Tiffany Neill, Executive Director of Curriculum and Instruction, and Levi Patrick, Assistant Executive Director of Instruction, at the Oklahoma State Department of Education there will not be new STEM Standards. There was a new STEM Framework released in July of 2017 and finalized in November of 2017. Here is a link to the Framework: <http://okmathteachers.com/stemframework/> They said within the link, all the information needed to ensure What's the Deal is STEM compliant is now available. They were excited to hear that the project had a second season, as they were unaware and looked forward to the third.
Thanks,
Mickie

-----Original Appointment-----

From: Polly Anderson
Sent: Monday, January 29, 2018 11:44 AM
To: Daphne Dowdy
Cc: Curtis Calvin; Michael Vaughn; Mickie Smith; Jessi Crino; Lynn Bush
Subject: Declined: WTD? project
When: Thursday, February 01, 2018 4:00 PM-5:00 PM (UTC-06:00) Central Time (US & Canada).
Where: Media Conference Room

We are waiting for the new STEM standards before any more of this project is produced. Once Curtis has them, we'll determine if this production can teach the new OK STEM standards.

Thanks,
- Polly

EXHIBIT

22



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Daphne Dowdy

From: Talia Rosen [REDACTED]
Sent: Tuesday, January 23, 2018 9:41 AM
To: Daphne Dowdy
Cc: Brian R. Westley; Cara Liebensohn
Subject: RE: OETA - What's the Deal series
Attachments: National Program Funding Standards and Practices 2015.pdf

Daphne -

It was great talking with you this morning! Here are the things you asked about:

- (1) **Funding standards** attached with the Editorial Control, Perception, and Commercialism Tests on pages 5-10 of the document. The standards are also publicly available online at: <http://www.pbs.org/about/producing-pbs/funding/>. And here are the bullet points we talked about using to evaluate the tests:

Editorial Control Test factors. In determining whether a funder has asserted editorial control, PBS evaluates whether the funder has the right to:

- participate in the production process after the initial idea stage is complete;
- review scripts, outlines, rough cuts, or fine cuts prior to distribution by PBS;
- appoint or approve experts to be interviewed or advisors for the content's development;
- specify in any detail what the content is about;
- direct the conclusions or opinions of the content;
- influence or contribute to decisions about the scheduling of content; or
- control distribution of the content.

Perception Test factors. If there is a clear and direct connection and the content does *not* involve news, public affairs, or a controversial issue, then PBS will evaluate whether:

- the clear and direct connection is incidental to the subject matter of the content;
- the content is part of a continuing series or based on a book that has an established reputation with viewers for independence and integrity;
- the funder seeks to fund only select programs in an ongoing series;
- the content was produced before or after the funding relationship was established;
- the proposed funder is one of many or joined with neutral funders so that it is a minority rather than majority funder; or
- disclosure language is added to the content to make clear that the perceived problematic funder had no editorial involvement in the content.

(2) **Ombudsman columns**

- a. Emperor of All Maladies - <http://www.pbs.org/publiceditor/blogs/ombudsman/2015/04/10/the-mailbag-cancer-and-other-hot-buttons/> (relevant excerpt pasted below)
- b. America Revealed / Dow - http://www.pbs.org/ombudsman/2012/04/flunking_the_perception_test.html
- c. Ploughshares Fund - <https://www.npr.org/sections/ombudsman/2016/05/27/479588582/did-ploughshares-grant-skew-nprs-iran-deal-coverage>

My Thoughts

A couple of thoughts on some of the letters above. There are 15 different financial supporters listed for the cancer series. Most are the usual suspects - foundations, associations and societies. Three are corporations, including Genentech, Bristol-Myers Squibb and Siemens, and there is David H.

EXHIBIT

23

Koch. Genentech is a major biotechnology company and its work occupies a central part of the narrative in Part Two of the series dealing with breast cancer. That work is important to the story and was powerfully presented. That's all proper but, ideally, the company should not have been among the series' sponsors, in my opinion. Nor should Bristol-Myers Squibb and Siemens. All have a heavy stake in cancer drugs and treatment.

As for Koch, he continues to be a lightning-rod for criticism among some viewers. I have some 600 emails over the past two years testifying to this and have written about his role on a number of occasions. The Koch brothers are mega-billionaire industrialists. There are other wealthy supporters of PBS but none that are also such influential and powerful political activists and political funders, and that's the difference. David Koch has a lifelong interest in science and medical affairs. Back in 2006, he gave \$20 million to the Johns Hopkins University for what is the David H. Koch Cancer Research Building. That's a fine thing to do but Hopkins is a major force in cancer research and is featured prominently in the series. That seems quite natural but also raises the question of whether Koch's support for the series should have been accepted.

Director Barak Goodman says there was "an impenetrable fire wall" between sponsors and the film's content. An official with Producer Ken Burns' company told me that "Ken asked me to convey that both he and Sid [the author of the book upon which the film is based, Siddhartha Mukherjee] were kept in the dark as to who the funders were until after the show was done." PBS guidelines on whether certain sponsors can cause a violation of the "perception test" in the mind of viewers are more flexible when it comes to programs that have multiple sponsors, as this one had. PBS has a complicated funding model but this is a close call and my view would have been for PBS to have been perceived more purely.

PBS Responds

CANCER is a production of Ken Burns, a long respected PBS producer with an established track record of multiple programs that are noted for their editorial rigor and integrity. PBS Guidelines prohibit funders from having any editorial control, and the three funders in question did not, in fact, have any editorial influence over or exercise any editorial control over this program, which is based upon a previously published book. Our Guidelines further contemplate that there can be instances in which having numerous funders will help mitigate any perception that a particular funder may have exercised any editorial control. With regard to CANCER, the fact that the program was based upon a well-known book and the multitude and the mix of funders qualified these funders in this instance.

- (3) **What's the Deal & Boeing** (<https://videos.oeta.tv/show/whats-deal/episodes/?page=1>). Based on everything that we talked about on our call this morning, it seems reasonable to permit Boeing to serve as one of the series funder for the next couple seasons of What's the Deal, including 4th-8th grade STEM material on aerospace and agriculture. The Editorial Control test sounded like it was well met based on the timeline for development of the series content. The Perception test is a closer call, but it is helpful that the connection is not particularly direct given the rudimentary nature of the material, the content is part of a continuing series, the funder does not seek to only fund select episodes, the content was produced before the funding relationship, and there is a longtime neutral funder for the series. You may still want to prepare for inquiries from teachers or parents from a PR perspective, and hopefully the lessons learned from Emperor of All Maladies, America Revealed, and the Ploughshares Fund can be helpful to some extent.

Best of luck with the exciting series,
Talia

From: Daphne Dowdy [REDACTED]
Sent: Tuesday, January 23, 2018 10:01 AM
To: Talia Rosen
Subject: RE: OETA

<http://videos.oeta.tv/show/whats-deal/>

From: Talia Rosen [mailto:[REDACTED]]
Sent: Monday, January 22, 2018 3:21 PM
To: Daphne Dowdy [REDACTED]
Cc: Brian R. Westley [REDACTED] Brian J. Reddington [REDACTED]
Subject: RE: OETA

Hi Daphne,

I would be happy to chat with you about PBS's national program underwriting and editorial policies. I have some time on Tuesday morning (10am-12pm ET), Wednesday afternoon (2-4pm ET), or Friday afternoon (1-3pm ET).

If none of those work for you, then I'll ask my colleague Brian Westley to talk with you next week while I'm out of town.

Thanks,
Talia

Talia Rosen
Assistant General Counsel and Senior Director, Standards & Practices
Public Broadcasting Service | 2100 Crystal Drive, Arlington, VA 22202
703.739.3884 | [REDACTED]

From: Brian J. Reddington
Sent: Monday, January 22, 2018 3:59 PM
To: Talia Rosen
Cc: daphne dowdy
Subject: OETA

Talia,

Daphne Dowdy, copied here, is the head of the OETA Foundation.

Would you, someone on your team, be able to impart some editorial guidelines as they relate to underwriting/sponsorship to Daphne?

Thanks much.

Brian

Brian Reddington
Executive Director
PBS Foundation
703.739.5350 (o)
202.316.4592 (m)
[REDACTED]



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Daphne Dowdy

From: Joy L. Hofmeister
Sent: Friday, October 06, 2017 10:17 AM
To: Robyn Miller
Cc: Daphne Dowdy; Robyn Tower; Lisa Ondak; Lynn Bush; Jessi Crino
Subject: Re: What's the Deal? THANKS

Thank you, Daphne!

Sent from my iPhone

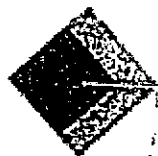
On Oct 4, 2017, at 1:09 PM, Robyn Miller wrote:

Daphne,

Congratulations!

These curriculum guides are sure to be very powerful, particularly due to the hands-on activities.
Thank you for sharing.

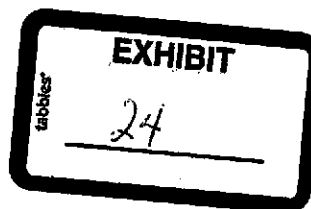
Robyn R. Miller, Ed.D
Deputy Superintendent for Educator Effectiveness & Policy Research
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, OK 73105
405-521-3332



OKLAHOMA STATE DEPARTMENT OF
EDUCATION
CHAMPION EXCELLENCE

From: Daphne Dowdy
Sent: Wednesday, October 04, 2017 11:55 AM
To: Joy L. Hofmeister; Robyn Miller
Cc: Robyn Tower; Lisa Ondak; Lynn Bush; Jessi Crino
Subject: What's the Deal? THANKS

Joy and Robyn,



We got the Boeing grant! On behalf of the entire What's the Deal? crew, I'd like to extend a big thanks to you and your team for helping us gather the information needed for a successful application.

The grant will support "What's the Deal?" season three, featuring eight fun and lively three-minute lessons on air and space. The funds will also be used to develop curriculum guides for teachers and provide classrooms with experiment kits full of components to allow each student to conduct hands-on

experiments testing "What's the Deal?" scientific principles. The kits will be a new offering for Season 3
- made possible in part by your effort.

We are grateful to Boeing for this vote of confidence and to you for your partnership in helping us reach
kids in 4th-8th grades with this engaging digital-first STEM series. Thanks!

Daphne

Daphne Dowdy

President & CEO

OETA Foundation

& Producers Club Member

Direct 405.841.9201

Main 405.848.8501

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help you get started today with a free planning guide.
Call 800.879.6382 or Click Here to Get Started

From: Daphne Dowdy [REDACTED]
Sent: Friday, May 11, 2018 8:23 PM
To: Polly Anderson
Cc: Aaron Morvan; Lynn Bush
Subject: Re: WTD? web page

Polly,

Yes. I have to admit I do have questions.

You do understand that this content is sponsored, yes?

And is your board aware of all of your decisions with regard to What's the Deal?

Daphne

On May 11, 2018, at 2:55 PM, Polly Anderson <[REDACTED]> wrote:

Daphne,

Please see the attached email from March 5, 2018. You were notified at that time that you had no rights to the name or any other component of the series, "What's the Deal?". They are all copyrighted materials of OETA. We have ceased production and all other aspects of the program are now being eliminated.

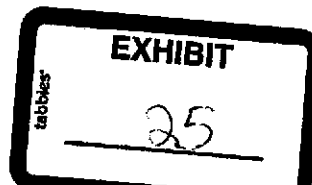
Let me know if you still have questions.

- Polly

From: Daphne Dowdy
Sent: Thursday, May 10, 2018 11:26 AM
To: Polly Anderson <[REDACTED]>
Cc: Aaron Morvan <[REDACTED]> Lynn Bush <[REDACTED]>
Subject: WTD? web page

Hi Polly,

I see that OETA has unpublished its WHAT'S THE DEAL? page. When did you authorize this? Is it a mistake? The videos are still published through the OETA video page and the WHAT'S THE DEAL? curriculum page is published but with no link to it. This means teachers and students across Oklahoma will have a heck of a time finding the show and they can't find the curriculum unless they happen to successfully google it.



OETA asked the Foundation to help fund this initiative. OETA assisted in the sponsor cultivation. The Foundation secured production funding for WHAT'S THE DEAL? and for the materials that have now been unpublished with no notice to the Foundation or to the sponsor.

Is there a reason OETA has made this choice? Likewise, is there a reason this action wasn't discussed with the Foundation?

Thank you for your swift attention to this matter as my team prepares to address it with our sponsor.

<image001.jpg>

Daphne Dowdy

President & CEO

OETA Foundation

& Producers Club Member

Direct 405.841.9201

Main 405.848.8501

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

<image002.png>

<WTD email 03-05-2018.pdf>

From: Polly Anderson [REDACTED]
Date: March 5, 2018 at 10:19:25 AM CST
To: Daphne Dowdy [REDACTED]
Cc: Mickie Smith [REDACTED], Curtis Calvin [REDACTED], Bill Perry [REDACTED], Janette Thornbrue
Subject: RE: What's the Deal?

Hello Daphne,

My plans for WTD have not changed. The series is on hiatus until further notice. I don't know what "actions" you plan to take, but please know that this series and its various components are owned by OETA and we are not granting permission for their use in any form.

If you have questions, please let me know.

- Polly

From: Daphne Dowdy
Sent: Tuesday, February 27, 2018 2:56 PM
To: Polly Anderson [REDACTED]
Cc: Mickie Smith [REDACTED]
Subject: What's the Deal?

Polly,

I'm following up with respect to your email of 1-29-18. In light of Jessi's resignation and understanding your concerns regarding WHAT'S THE DEAL? I'd like to inquire about your plans for the series.

The Foundation considers it to be of paramount importance to keep substantial donors advised of the application of their funds. Thus, the Foundation requests a definitive response from OETA by 3-9-18. If OETA has not advised the Foundation of OETA's final decision by that date, then we will take such action with respect to WTD as we deem to be in furtherance of the Foundation's charitable goals.

Thanks,
Daphne

-----Original Appointment-----
From: Polly Anderson
Sent: Monday, January 29, 2018 11:44 AM
To: Daphne Dowdy
Cc: Curtis Calvin; Michael Vaughn; Mickie Smith; Jessi Crino; Lynn Bush
Subject: Declined: WTD? project



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When: Thursday, February 01, 2018 4:00 PM-5:00 PM (UTC-06:00) Central Time (US & Canada).
Where: Media Conference Room

We are waiting for the new STEM standards before any more of this project is produced. Once Curtis has them, we'll determine if this production can teach the new OK STEM standards.

Thanks,
- Polly

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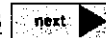
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<input type="checkbox"/> [3]	What's the deal.	Behind Closed Doors, et al.	PAu003680890	2013
<input type="checkbox"/> [4]	What's The Deal?	Blind Ambitions, et al.	SRu001070678	2012
<input type="checkbox"/> [5]	What's The Deal --	Due Season.	SRu000905278	2009
<input type="checkbox"/> [6]	What's the Deal? --	Evolution : Album One.	PAu003371655	2009
<input type="checkbox"/> [7]	What's the deal?	Family 1st : episode 001, What's the deal?	TXu001237768	2005
<input type="checkbox"/> [8]	What's the deal?	Feel what we feel.	SRu000463188	2001
<input type="checkbox"/> [9]	What's the deal? --	First to the top / words and music by Dale Leary : [performed by] Echo Beach.	SR0000065966	1983
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<input type="checkbox"/> [14]	What's the Deal --	It's On Tonight, et al.	SRu000876389	2008
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<input type="checkbox"/> [16]	What's the deal? --	Let's get together / [performed by] Detroit Emeralds.	SR0000000360	1978
<input type="checkbox"/> [17]	What's the deal? --	Mo'hogany.	SR0000241853	1998
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<input type="checkbox"/> [19]	What's The Deal?	Nobody Knows Folio.	SR0000735387	2013
<input type="checkbox"/> [20]	What's the deal? --	Pieces of a man / AZ.	SR0000261510	1998
<input type="checkbox"/> [21]	What's The Deal.	Rizzle Legacy "Greatest Hit's" Vol.1.	SR0000719876	2012
<input type="checkbox"/> [22]	What's the deal? --	Someone to love me / Jomanda.	SR0000146171	1991
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<input type="checkbox"/> [24]	What's the deal --	Supreme Beings of Leisure.	SR0000279172	2000

EXHIBIT

tabbies

26

<input type="checkbox"/>	What's the deal?	Trump--What's the deal?	PAu001460501	1991
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<input type="checkbox"/> [29]	What's The Deal.	What's The Deal.	PA0002083793	2017
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<input type="checkbox"/> [31]	Whats The Deal.	Whats The Deal.	SRu001037031	2011
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<input type="checkbox"/> [42]	What's the deal?	What's the deal?	SRu000406702	1999
<input type="checkbox"/> [43]	What's the deal?	What's the deal?	V3413D063	1998
<input type="checkbox"/> [44]	What's the deal?	What's the deal?	PA0000936044	1998
<input type="checkbox"/> [45]	What's the deal?	What's the deal?	PAu002392827	1998
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<input type="checkbox"/> [50]	What's the deal?	What's the deal?	PA0000964326	1998

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<input type="checkbox"/> [53]	What's the deal!	What's the deal!	SRu000318101	1995
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<input type="checkbox"/> [66]	What's the deal?	What's the deal?	PAu000834644	1986
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<input type="checkbox"/> [68]	What's the deal?	What's the deal?	PAu000543380	1983
<input type="checkbox"/> [69]	What's the deal?	What's the deal?	PAu000203098	1979
<input type="checkbox"/> [70]	What's the deal?	What's the deal?, & 1 other selection.	PAu002563663	2000
<input type="checkbox"/> [71]	What's the deal	What's the deal, & other selections.	SRu000469683	2002
<input type="checkbox"/> [72]	What's the deal	What's the deal, and 1 other selection.	SRu000375440	1997
<input type="checkbox"/> [73]	What's the deal?	What's the deal?, and 1 other song.	SRu000485226	2002
<input type="checkbox"/> [74]	What's the Deal.	What's the Deal, et al.	SRu001042806	2011
<input type="checkbox"/> [75]	WHAT'S THE DEAL	WHAT'S THE DEAL MAMA.	PAu003442506	2008

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[76](#)
[101](#)
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<input type="checkbox"/> [78]	What's the deal, Bob?	What's the deal, Bob?	PAu001279390	1989
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<input type="checkbox"/> [80]	What's the deal? / By Carl Maultsby & Johnny Malone.	What's the deal? / By Carl Maultsby & Johnny Malone.	PAu000364060	1982
<input type="checkbox"/> [81]	What's the deal? / By Carter, Knight, Nix, Charles.	What's the deal? / By Carter, Knight, Nix, Charles.	V3442D604	1999
<input type="checkbox"/> [82]	What's the deal? / By Johnson, Rogers.	What's the deal? / By Johnson, Rogers.	V3442D604	1999
<input type="checkbox"/> [83]	WHAT'S THE DEAL / By Keith Follese/Bruce Miller.	WHAT'S THE DEAL / By Keith Follese/Bruce Miller.	V9925D837	2016
<input type="checkbox"/> [84]	What's the deal / by Keith Follese, Spady Brannan.	What's the deal / by Keith Follese, Spady Brannan.	V3437D886	1999
<input type="checkbox"/> [85]	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez & Brett Bouldin.	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez & Brett Bouldin.	V3187P003	1995
<input type="checkbox"/> [86]	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez, Brett Bouldin.	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez, Brett Bouldin.	V3465D491	2001
<input type="checkbox"/> [87]	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez, Brett Bouldin.	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez, Brett Bouldin.	V3274P493	1996
<input type="checkbox"/> [88]	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez, Brett Bouldin.	What's the deal? / By Marvin Gaye, Larry Muggerund, Jason Vasquez, Brett Bouldin.	V3274P484	1996
<input type="checkbox"/> [89]	What's The Deal / by Rakascan Marco, et al.	What's The Deal / by Rakascan Marco, et al.	V3583D819	2010
<input type="checkbox"/> [90]	What's the deal? / By Richard "Spady" Brannan.	What's the deal? / By Richard "Spady" Brannan.	V3447D857	1999
<input type="checkbox"/> [91]	What's the deal / By Richard "Spady" Brannan & Keith Folese.	What's the deal / By Richard "Spady" Brannan & Keith Folese.	V3460D539	2000
<input type="checkbox"/> [92]	What's the deal? / by T. Green, M. Matthews.	What's the deal? / by T. Green, M. Matthews.	PAu000822587	1986
<input type="checkbox"/> [93]	What's the deal? Chances of common and uncommon hands in bridge / by Campbell Gibson.	What's the deal? Chances of common and uncommon hands in bridge / by Campbell Gibson.	TX0001001994	1982
<input type="checkbox"/> [94]	What's the deal? / Co-composers, Albert Joseph Charles, Monifah Carter & Kenton Nix.	What's the deal? / Co-composers, Albert Joseph Charles, Monifah Carter & Kenton Nix.	V3494D775	2003

<input type="checkbox"/> [95]	What's the deal / Co-writer: Rusty Andrews.	What's the deal / Co-writer: Rusty Andrews.	V3131P104	1994
<input type="checkbox"/> [96]	What's the deal / Co-writer, Spady Brannan.	What's the deal / Co-writer, Spady Brannan.	V3465D313	2001
<input type="checkbox"/> [97]	What's the deal / Co-writer: Spady Brannan.	What's the deal / Co-writer: Spady Brannan.	V3192P278	1996
<input type="checkbox"/> [98]	What's the deal / Co-writers: Larry Muggerund, Jason Vasquez & Brett Bouldin.	What's the deal / Co-writers: Larry Muggerund, Jason Vasquez & Brett Bouldin.	V3235P455	1996
<input type="checkbox"/> [99]	What's the deal? / Composed by Bobby Orlando.	What's the deal? / Composed by Bobby Orlando.	V3514D633	2004
<input type="checkbox"/> [100]	What's the deal? / Composed by Brett Anthony Bouldin, Larry E. Muggerud, Marvin P. Gaye & J.	What's the deal? / Composed by Brett Anthony Bouldin, Larry E. Muggerud, Marvin P. Gaye & J.	V3514D633	2004

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[previous](#)
1 26 51 76 101 126
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[◀ previous](#)
[1](#)
[...](#)
[51](#)
[76](#)
[101](#)
[126](#)
[next ▶](#)
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#	Title <	Full Title	Copyright Number	Date
<input type="checkbox"/> [101]	What's the deal?--I don't understand.	What's the deal?--I don't understand.	PAu002687956	2001
<input type="checkbox"/> [102]	What's the deal? / Inevitable.	What's the deal? / Inevitable.	SR0000227379	1996
<input type="checkbox"/> [103]	What's the deal? : Jefferson, Napoleon, and the Louisiana Purchase / by Rhoda Blumberg.	What's the deal? : Jefferson, Napoleon, and the Louisiana Purchase / by Rhoda Blumberg.	TX0004875610	1998
<input type="checkbox"/> [104]	What's the deal? / John David Webb.	What's the deal? / John David Webb.	PAu000997468	1987
<input type="checkbox"/> [105]	What's the deal? / Julius Helfritsh, Pat Hall.	What's the deal? / Julius Helfritsh, Pat Hall.	PAu001199015	1989
<input type="checkbox"/> [106]	What's the deal? / Lewis Bey, lyrics ; Vincent Lane, music ; co-authors of sound recording.	What's the deal? / Lewis Bey, lyrics ; Vincent Lane, music ; co-authors of sound recording.	SRu000028924	1981
<input type="checkbox"/> [107]	What's the deal, Lucille? / By Michael P. Heeney & Eric Johnson.	What's the deal, Lucille? / By Michael P. Heeney & Eric Johnson.	V2458P350	1989
<input type="checkbox"/> [108]	What's the deal, Lucille? / By Michael P. Heeney & Eric Johnson.	What's the deal, Lucille? / By Michael P. Heeney & Eric Johnson.	V2458P396	1989
<input type="checkbox"/> [109]	What's the deal, Lucille? / By Michael P. Heeney & Eric Johnson.	What's the deal, Lucille? / By Michael P. Heeney & Eric Johnson.	V2485P231	1989
<input type="checkbox"/> [110]	What's the deal mixtape : vol. 1	What's the deal mixtape : vol. 1.	PAu002863039	2004
<input type="checkbox"/> [111]	What's the Deal, Mom?	What's the Deal, Mom? : 1-3.	PA0001855106	2012
<input type="checkbox"/> [112]	What's the deal? / music by Isaac Harris.	What's the deal? / music by Isaac Harris.	PAu001002653	1987
<input type="checkbox"/> [113]	What's the deal? ... My life sucks / the songs of Deigh Zaster : collection 2.	What's the deal? ... My life sucks / the songs of Deigh Zaster : collection 2.	PAu001079692	1988
<input type="checkbox"/> [114]	What's the deal? / Namon Kendello (Arnold)	What's the deal? / Namon Kendello (Arnold)	PAu000720899	1985
<input type="checkbox"/> [115]	What's the deal? PA 882-366 et al.	What's the deal? PA 882-366 et al.	V3601D763	2010
<input type="checkbox"/> [116]	What's the deal. PA 964-326.	What's the deal. PA 964-326.	V3596D292	2010
<input type="checkbox"/> [117]	What's the deal, Pauly? : the songs of Deigh Zaster : collection 1.	What's the deal, Pauly? : the songs of Deigh Zaster : collection 1.	PAu001079691	1988
<input type="checkbox"/> [118]	What's the deal? / [performed by] Jomanda.	What's the deal? / [performed by] Jomanda.	PA0000539575	1990
<input type="checkbox"/> [119]	What's the deal? / [performed by] Jomanda.	What's the deal? / [performed by] Jomanda.	SR0000134685	1990

<input type="checkbox"/> [120]	What's The Deal (Samples Mercy Mercy Me (The Ecology)) / by Brett Bouldin, et al.	What's The Deal (Samples Mercy Mercy Me (The Ecology)) / by Brett Bouldin, et al.	V3625D703	2013
<input type="checkbox"/> [121]	What's the deal? : song / written by Isaac Harris.	What's the deal? : song / written by Isaac Harris.	PAu001100789	1988
<input type="checkbox"/> [122]	Whats the deal (Tony B)	Whats the deal (Tony B)	V3244P359	1996
<input type="checkbox"/> [123]	What's the deal (Tony B)? / Composed by Bobby Orlando.	What's the deal (Tony B)? / Composed by Bobby Orlando.	V3514D633	2004
<input type="checkbox"/> [124]	WHAT'S THE DEAL WITH ... ? : 500 Questions Today's Students Are Asking about the Biggest Issues in Life.	WHAT'S THE DEAL WITH ... ? : 500 Questions Today's Students Are Asking about the Biggest Issues in Life.	TX0007174251	2007
<input type="checkbox"/> [125]	What's the deal with airline food?	What's the deal with expensive shampoos? and other contributions.	TX0005525349	2000

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[◀ previous](#)
1 ... 76 101 126
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#	Title <	Full Title	Copyright Number	Date
<input type="checkbox"/> [126]	Whats The Deal With Love --	Tina Tatum's Song Book Volume I.	PAu003552214	2011
<input type="checkbox"/> [127]	What's the Deal with My Sign? An Insight on Astrology.	What's the Deal with My Sign? An Insight on Astrology.	TX0008240190	2016
<input type="checkbox"/> [128]	What's the deal with that cowboy cigarette guy?	Tom the dancing bug / by Ruben Bolling, pseud.	VA0000626733	1994
<input type="checkbox"/> [129]	What's the deal with the DCT? / James F. Blinn.	What's the deal with the DCT? / James F. Blinn.	TX0004011095	1993
<input type="checkbox"/> [130]	What's the deal with Wicca?	What's the deal with Wicca?	TX0006359391	2005
<input type="checkbox"/> [131]	What's the deal (with you) / By B. James, Greg Gordon & Johnny Slate.	What's the deal (with you) / By B. James, Greg Gordon & Johnny Slate.	V2008P331	1983
<input type="checkbox"/> [132]	What's the deal (with you) / By B. James, Greg Gordon & Johnny Slate.	What's the deal (with you) / By B. James, Greg Gordon & Johnny Slate.	V2008P584	1983
<input type="checkbox"/> [133]	What's the Deal with Your Sign?	What's the Deal with Your Sign?	TX0008418603	2017
<input type="checkbox"/> [134]	What's the deal? / Words and music by Dale Leary.	What's the deal? / Words and music by Dale Leary.	PAu000424153	1982
<input type="checkbox"/> [135]	What's the deal? / written by Earl Shelby.	What's the deal? / written by Earl Shelby.	PAu000961262	1987
<input type="checkbox"/> [136]	What's the deal? / Written by Richard "Spady" Brannan.	What's the deal? / Written by Richard "Spady" Brannan.	V3456D536	2000
<input type="checkbox"/> [137]	What's the deal? / Written by Richard "Spady" Brannan, Keith Folese.	What's the deal? / Written by Richard "Spady" Brannan, Keith Folese.	V3463D148	2000
<input type="checkbox"/> [138]	What's the deal? Written by Sakurai, Shahani, Soriano & Torres.	What's the deal? Written by Sakurai, Shahani, Soriano & Torres.	V3539D757	2006
<input type="checkbox"/> [139]	What's the deal? / written by Sakurai, Shahani, Soriano & Torres.	What's the deal? / written by Sakurai, Shahani, Soriano & Torres.	V3532D741	2005
<input type="checkbox"/> [140]	What's the Deal Yo.	Album Crest Show, Dr. Wippels: 21 and Over Science Class, et al.	PAu003897792	2017
<input type="checkbox"/> [141]	What's the deal-yo?	What's the deal-yo?	PAu002665275	2002
<input type="checkbox"/> [142]	What's the deal, yo? / Rico Anderson.	What's the deal, yo? / Rico Anderson.	PAu002316693	1998
<input type="checkbox"/> [143]	What's the dealio?	What's the dealio?	VA0001015542	1999
<input type="checkbox"/> [144]	What's the dealio?	What's the dealio?, & other songs.	PAu002440260	1999
<input type="checkbox"/> [145]	What's the dealio? Co-composer, Timothy Z. Mosley.	What's the dealio? Co-composer, Timothy Z. Mosley.	V3540D776	2006

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What's The Deal.

Type of Work: Sound Recording and Music**Registration Number / Date:** SRu001152881 / 2014-01-06**Application Title:** What's The Deal.**Title:** What's The Deal.**Description:** Electronic file (eService)**Copyright Claimant:** Michael Zabrin. Address: 9538 Kedvale Ave., Skokie, IL, 60076.**Date of Creation:** 2013**Authorship on Application:** Michael Zabrin; Domicile: United States; Citizenship: United States. Authorship: sound recording, performance, production, music.

Keith King; Domicile: United States; Citizenship: United States. Authorship: sound recording, performance, music.

Rights and Permissions: Astin Green, 1343 West Henderson St., Chicago, IL, 60657, (260) 602-5735, astingreen@frontier.com**Names:** Zabrin, Michael
King, Keith**Save, Print and Email (Help Page)**

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What's The Deal.

Type of Work: Music**Registration Number / Date:** PA0002083793 / 2017-04-06**Application Title:** What's The Deal.**Title:** What's The Deal.**Description:** Compact disk (CD)**Copyright Claimant:** Songs of Lorb, Transfer: By written agreement. Address: c/o Karen Schauben Publishing Administration, 3605 Sandy Plains Rd., #240-248, Marietta, GA, 30066.**Date of Creation:** 2017**Date of Publication:** 2017-03-24**Nation of First Publication:** United States**Authorship on Application:** Jeff Lorber; Citizenship: United States. Authorship: music.**Rights and Permissions:** Karen Schauben Publishing Administration, kschauben@karenschauben.com**Names:** Lorber, JeffSongs of Lorb**Save, Print and Email ([Help Page](#))**

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(918) 585-5876 www.litgistix.com

From: Daphne Dowdy [REDACTED]
Sent: Friday, June 01, 2018 4:52 PM
To: Polly Anderson
Cc: Mickie Smith; Madison Chadwick; Aaron Morvan; Janette Thornbrue; Lisa Ondak; Louise Lee
Subject: OETAF web page and Planned Giving Event Spots
Attachments: AG letter closed.pdf

Polly,

I see that Aaron removed from the OETA Foundation page (the day before our pledge drive) the OETA Foundation labeled "support public television" art which links to our donation page.

Also, below, Janette has refused to air our planned giving spot as-is because it also identifies as OETA Foundation.

You know we met with the Attorney General's office and addressed all issues to their satisfaction. See letter, attached. We also talked for a while and answered follow up questions. You may not know that the only suggestion the Attorney General's office representatives from the CPU made to the Foundation during our meeting was that we make some tweaks to clearly outline on the web, on our letterhead, on-air, and anywhere else, that we are the Foundation, not OETA, and our materials and projects are from the Foundation and that funds come to the Foundation. This is why some of our language was recently edited. We have a lot out there so it may take us a while to update it all.

Please understand and respect our effort to comply with the recommendations of the Attorney General's office. I respectfully request that the changes on the web page be reinstituted to reflect the AG's suggestion, that the link to "support public television" be returned to its former location, and that the spots air. It helps both of us.

Also, in answer to Janette's question below, as is generally our practice, we use PBS materials for projects like planned giving. You have access to the PBS Bequest Portfolio on myPBS. Some of the specific assets such as the spots are on Source.

Daphne

From: Janette Thornbrue
Sent: Tuesday, May 29, 2018 5:09 PM
To: Mickie Smith [REDACTED]
Cc: Polly Anderson [REDACTED]
Subject: Re: Planned Giving Event Spots

Hi Mickie,

The Planned Giving Seminar spots have not been approved for air.

The OETA Foundation branding (logo) and the wording of "...create a legacy with the OETA Foundation."



both need to be changed so it is in support of the OETA.

Information on the planned giving seminar will need to be provided as well.

Thanks, Janette

From: Janette Thornbrue
Sent: Friday, May 18, 2018 11:29:04 AM
To: Mickie Smith
Subject: RE: Planned Giving Event Spots

Hi Mickie,

The paperwork is fine. I think you're the only one that actually looks at the drop down menus.

I will try to catch Polly today for approval since you have new branding. I'll try to let you know as soon as I can.

Thanks, Janette

Janette Thornbrue
Vice President of Operations
OETA 7403 N. Kelley Ave Oklahoma City, OK 73111
Main (405)848-8501 Direct (405)841-9264
[REDACTED]

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



From: Mickie Smith
Sent: Friday, May 18, 2018 10:24 AM
To: Janette Thornbrue [REDACTED]
Subject: Planned Giving Event Spots

Hi Janette,

I am sure by now you found the drive and paperwork in your chair. I am out of the office today due to Foundation for Excellence, however, I can take calls or texts if you have questions or need additional information. Please let me know what I need to do differently with the paperwork, if there are errors.

Thanks,
Mickie

Mickie Smith | Director Fundraising Content & Promotions | OETA Foundation
7403 N. Kelley Ave. | Oklahoma City, OK 73111 | [REDACTED]
405-249-0807 cell | 405-848-8501 main | 405-879-4352 fax
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)





OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

May 18, 2018

Mr. Jerry Zimmerman, Esq.
Mr. Frederick J. Hegenbart, Esq.
Rosenstein, Fist & Ringold
Attorneys at Law
Park Centre
525 South Maine, Suite 700
Tulsa, Oklahoma 74103-4508

Via Certified Mail and
Email: jerryz@rflaw.com
Email: fredh@rflaw.com

Re: Oklahoma Educational Television Authority Foundation, Inc.

Dear Counsel:

The Consumer Protection Unit ("CPU") of the Oklahoma Attorney General's Office recently completed its review of the supplemental documents that your client, the Oklahoma Educational Television Authority Foundation, Inc. ("the Foundation"), provided to CPU on April 17, 2018, as a result of CPU's investigation into the Foundation's operations. After reviewing those documents along with the Foundation's initial production of records and meeting with you and select representatives of the Foundation, CPU determined that it does not have any further questions for the Foundation at this time. Accordingly please accept this correspondence as confirmation that CPU's current investigation into the Foundation is now closed.

CPU appreciates your cooperation during the course of this investigation. Should you have any questions or concerns regarding the foregoing, please feel free to contact us.

Sincerely,

Malisa McPherson
Assistant Attorney General
Deputy Chief, Consumer Protection Unit

MM:ck

cc: Jeri Holmes, Esq. (Via Certified Mail and Email: jeri@nonprofitsolutionslaw.com)
Thomas Schneider, Esq. (Via Email: Thomas.Schneider@oag.ok.gov)



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(918) 585-5876 www.litgistix.com

July 16, 2018

Polly and Toni,

Attached, please find a copy of OETA's request to OETA Foundation for transfer of \$250,000 in Authority Community Service Grant (ACSG) funds to OETA. We are happy to fulfill this request.


The Corporation for Public Broadcasting requires discrete accounting of all CSG expenditures as a condition of the grant. Discrete accounting requires a unique code that identifies CSG funds — both revenues and expenses, restricted and unrestricted — so that both the grantor and the auditor can discretely track those funds within the accounting system.

As the alternate payee and the organization tasked with the financial accounting of all CSG funds, the OETA Foundation is required to keep all CSG accounting information on file. We track these expenditures monthly and these expenditures are reviewed annually during our local financial audit.

Please keep a detailed accounting of the expenditure of the referenced \$250,000 transfer and submit that to Michael Vaughn, VP Finance, OETA Foundation on or before October 1, 2018 to coincide with the September 30, 2018 CPB grant expenditure deadline.

As always, it is our pleasure at OETA Foundation to assist OETA in its financial, accounting, and CSG grant reporting needs. Please let us know if we can be of further assistance.

Sincerely,


Daphne Dowdy
President & CEO
OETA Foundation

EXHIBIT

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28



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Daphne Dowdy

From: Daphne Dowdy
Sent: Tuesday, October 2, 2018 12:10 PM
To: Polly Anderson; Toni Matthews
Cc: Michael Vaughn
Subject: CSG funds accounting report
Attachments: CSG Funds req 2018.pdf

Polly and Toni,

Attached please find OETA's July 10 and July 24 requests for transfer of Authority CSG funds which were transferred to OETA by the Foundation. Attached, please also find our July request for OETA to keep a detailed accounting record of the expenditure of these funds for our files.

As the alternate payee and the organization tasked with financial accounting of all CSG funds, the Foundation is required to keep all CSG accounting information on file.

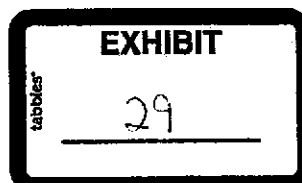
We asked that the accounting report be submitted to Michael Vaughn on October 1, 2018 to coincide with the September 30, 2018 CPB CSG expenditure deadline. Please submit the report this week at your earliest convenience.

Thank you,



President & CEO
OETA Foundation
405.841.9201 direct
[REDACTED]

Please note my new email address and update your address book so we stay in touch.





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Daphne Dowdy

From: Daphne Dowdy
Sent: Monday, October 8, 2018 4:20 PM
To: Polly Anderson; Toni Matthews
Cc: Michael Vaughn
Subject: RE: CSG funds accounting report

Circling back around on this accounting report.

Thank you,
Daphne

From: Daphne Dowdy
Sent: Tuesday, October 2, 2018 12:10 PM
To: 'Polly Anderson' <[REDACTED]>; Toni Matthews <[REDACTED]>
Cc: Michael Vaughn <[REDACTED]>
Subject: CSG funds accounting report

Polly and Toni,

Attached please find OETA's July 10 and July 24 requests for transfer of Authority CSG funds which were transferred to OETA by the Foundation. Attached, please also find our July request for OETA to keep a detailed accounting record of the expenditure of these funds for our files.

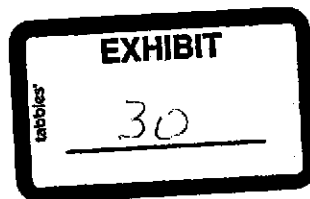
As the alternate payee and the organization tasked with financial accounting of all CSG funds, the Foundation is required to keep all CSG accounting information on file.

We asked that the accounting report be submitted to Michael Vaughn on October 1, 2018 to coincide with the September 30, 2018 CPB CSG expenditure deadline. Please submit the report this week at your earliest convenience.

Thank you,


President & CEO
OETA Foundation
405.841.9201 direct
[REDACTED]

Please note my new email address and update your address book so we stay in touch.





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Daphne Dowdy

From: Daphne Dowdy
Sent: Tuesday, October 16, 2018 4:11 PM
To: Polly Anderson
Cc: Michael Vaughn; Toni Matthews; 'garrett.trey.king'; Schnirring, Greg; Smithers, West; Krichels, Ted; 'mlevy'; Cynthia Reid; 'mia'; pdavid.gillett; 'jgardner'
Subject: CSG management
Attachments: CSGMgmtHistory.2018.PDF; OETA Alternate Payee Agreement (Executed).pdf

Hello Polly,

I am following up on the Foundation's July and October requests for CSG accounting detail on prior CSG transfers and on OETA's most recent request for CSG transfer. (see attached History)

As the alternate payee, the Foundation agreed to "administer program funds...in accordance with the terms of the agreements governing the funds." (see attached Alternate Payee Agreement)

We interpret "administer" to mean process OETA's purchase orders, pay vendors as directed by OETA, and report back to CPB and OETA - just as we have done for decades. When OETA began requesting bulk transfers of CSG, rather than our traditional management, we transferred those funds and requested expenditure reports to allow us to document that funds entrusted to our care were spent "in accordance with the terms of the agreements governing the funds." This request is intended to help the Foundation honor our commitment.

To date, we have received no report nor a response to our requests. However, we wish to honor OETA's latest request for transfer and be sure OETA has access to its grant funds.

To that end, the Foundation would like to suggest that if OETA wishes to continue bulk transfer requests rather than Foundation administration of funds and also does not wish to share its expenditure reports on previously transferred CSG funds, it might be better for all involved if we ended the current alternate payee arrangement and OETA Foundation simply transferred remaining FY18 CSG funds to OETA, relieving the Foundation of the responsibility of administration and reporting on remaining funds and allowing OETA to manage its own grant funds. I have consulted with CPB management and this route is agreeable to them.

Please let me know how you wish to proceed.

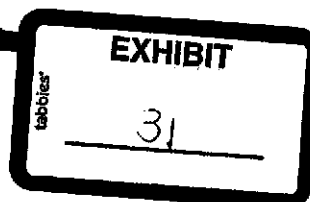
OETA Foundation and our many thousands of donors remain OETA's biggest fans and supporters.

Respectfully,



President & CEO
OETA Foundation

From: Daphne Dowdy
Sent: Monday, October 8, 2018 4:20 PM
To: 'Polly Anderson'; 'Toni Matthews';





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Daphne Dowdy

From: Polly Anderson [REDACTED]
Sent: Wednesday, October 17, 2018 9:57 AM
To: Daphne Dowdy
Cc: Michael Vaughn; Toni Matthews; 'garrett.trey.king@[REDACTED]'; 'Cynthia Reid'; 'mia@[REDACTED]'; 'pdavid.gillett@[REDACTED]'; 'jgardner1@[REDACTED]';
Subject: RE: CSG management

Daphne,

I have been keeping CPB informed of the unfortunate situation between OETA and the Foundation since my arrival here last December. They continue to be supportive of the Authority as the FCC licensee and PBS member station. It was entirely inappropriate of you to involve them in this dispute.

As you know the Authority is the entity responsible for reporting and certifying back to CPB regarding all CSG funds. The Foundation does not report to the CPB. If you are providing reports to the CPB, the Authority needs to be aware of what those reports are. The Audited Financial Reports (AFR) are prepared and filed by the Authority and account for all CSG expenditures. It is the Foundation's responsibility to provide detail of all CSG expenditures made by the Foundation to the Authority, not vice versa. To say that you "report back to CPB and OETA – just as we have done for decades." Is completely inaccurate. It is accurate that the Foundation reports back to the Authority on all CSG expenditures made by the Foundation, and then we compile the complete AFR for all CSG expenditures and file that with the CPB.

Please transfer the \$250,000 requested on October 4, 2018 and we will follow up with you on the balances directly.

Thank you,
- Polly

Polly Anderson

Executive Director



Direct: 405-841-9250
Cell: 407-280-3608
7403 North Kelley Avenue
Oklahoma City, OK 73111

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



EXHIBIT

tabbies

32



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(918) 585-5876 www.litgistix.com

November 15, 2018

Dear Garrett,

We are in receipt of your memo of October 30, 2018 (Attachment 1) alleging that OETA Foundation is "imposing restrictions on funds contributed without donor restrictions" and "jeopardizing OETA's ability to carry out its state-mandated mission."

We are puzzled by your assertion and offer some facts in response.

First, the funds in question are endowment funds which are distributed according to policies directed by the Foundation Board of Trustees.

Second, with the approval of the Corporation for Public Broadcasting, OETA Foundation offered to you and Polly Anderson on October 16, 2018 (Attachment 2) to immediately transfer the remaining FY18 Community Service Grant (CSG) of \$1,281,121.23 directly to OETA. To date, OETA has not accepted those funds (Attachment 3). To make it abundantly clear that the Foundation wishes to be certain that OETA has access to funds, and because OETA has made it clear that it is comfortable administering its own grant funds, we are tendering a check for the entirety of the grant funds that the Foundation currently manages for OETA. This includes all remaining Corporation for Public Broadcasting grant funds, all remaining Education Innovation grant funds and all remaining Native America event grant funds. We've deducted the amount we have spent toward OETA's CC-ELM grant project and not yet been reimbursed. The Foundation is reimbursing all budgeted management fees including fees for management services already provided. A copy of this check, totaling \$1,233,180.55, an accounting, and CPB note are attached. (Attachment 4) If you do not wish to accept this check from us, we will be glad to return the funds to the grantors.

Third, the Foundation is made up of accomplished fundraising professionals with a combined 225 years of experience. Each year, including this one, the Foundation team works very hard to raise the funds necessary to pay PBS and other program service providers approximately \$2,000,000, allowing us to provide to OETA its complete schedule of national and international programming. This constitutes the funding obligation of the Foundation's Operating Agreement with OETA. However, the Foundation's success at increasing its private fundraising income has enabled us to grow the previously low endowment grant to healthy levels so we may offer additional assistance to OETA.

Fourth, we have made available additional funding for any of OETA needs and only asked that OETA provide a vision and plan so that we can continue to perform our responsibilities to donors and facilitate fundraising. To date, all requests for OETA to share its vision and the most basic information regarding how OETA intends to utilize these private funds have been flatly refused by OETA.

Let us explain, again, why the information we have requested is important. OETA Foundation has worked for more than 30 years to earn the trust and confidence of our donors. It is our responsibility to properly steward their funds and to report back on how their contributions are being used. This is a fundamental fiduciary responsibility and is typical of all non-profits. When raising future funds, we share information about OETA's plans and needs to help

prospective donors understand the vision and projects they are being asked to financially support. We are open with donors and prospects about how we utilize and invest all funds and how their contributions help us support OETA. We are open about current challenges and future opportunities. We have spent decades building relationships with our donors. Transparency and trust are the bedrock of our success.

Beyond stewardship and fundraising, the Foundation is gravely concerned about OETA's financial future. We are attaching a memo (Attachment 5) from the Foundation Vice President of Finance, Michael Vaughn, illustrating why, from a budgetary perspective, the Foundation is acutely interested in OETA's vision and financial plan. OETA's future is our top priority, and put simply, we see a financial trend that puts OETA's future at stake.

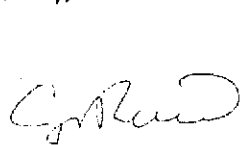
Please understand, OETA Foundation is committed to helping OETA achieve its mission of service to Oklahoma, not just this year, but for the benefit of future generations of Oklahomans.

OETA's mission is to provide educational program content, educational training and curriculum, outreach initiatives and online features to encourage lifelong learning.

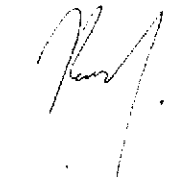
To help OETA achieve this mission, OETA Foundation provides to OETA not only its complete schedule of national and international programming across four channels, but also the complete PBS member services package which enables OETA's full online backend and includes program information, program streaming, free lesson plans for teachers, educational resources for parents, learning tools for children and much more. Finally, OETA Foundation, to the best of its ability, works to raise additional funds to assist with ancillary and future needs. In recent years, this additional support has grown significantly. Meanwhile, it appears many of OETA's management decisions are adversely affecting its own bottom line as well as our ability to raise funds in support of OETA.

We solicit your commitment in working together in support of OETA. Please help us help OETA. We suggest creating a Joint Operating Committee as per our agreement, so we may work together for the good of public media. This will benefit both missions and help us provide outstanding service to the citizens of Oklahoma.

Sincerely,



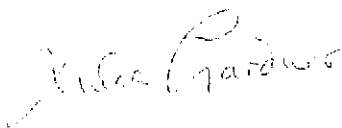
Cynthia Reid



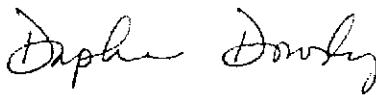
P. David Gillett



Mia Mascarin Oven



Linda Gardner



Daphne Dowdy

Cc: OETA Board of Directors



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November 29, 2017

George Taylor
Vice President Finance
OETA
7403 N Kelley Ave
Oklahoma City, Oklahoma 73111

Dear George,

In recognition of and appreciation for the continued hard work and dedication of all OETA staff over the last year, the OETA Foundation Board of Trustees has provided funding in the amount of \$160,000 for OETA with the intent that it be awarded as a \$4000 stipend for each of OETA's 40 employees. OETA Foundation will supply this funding according to your direction at the time that is convenient and appropriate for OETA.

It is our hope that these well-deserved funds will help give everyone a little boost as we begin 2018.

All of us at OETA Foundation and the OETA Foundation Board of Trustees deeply value our team here at OETA and are proud of our collective, meaningful work for the benefit of Oklahoma.

Onward and upward!



Daphne Dowdy
President & CEO
OETA Foundation



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Daphne Dowdy

From: Daphne Dowdy
Sent: Thursday, January 18, 2018 11:39 AM
To: Polly Anderson
Cc: George Taylor; Michael Vaughn
Subject: gift

Polly,

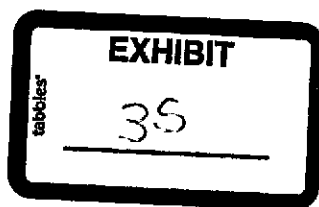
George tells us that he and your team have done deep research and concluded that the Foundation can distribute stipends as gifts directly to state employees. Great news. Much easier for all involved.

As you know, the Attorney General's office had previously told your board we could no longer make such distributions directly. I trust this process has been cleared through the Attorney General's office or otherwise confirmed. Our board would like, from you, a letter to that effect for our files.

Many thanks. We look forward to making this happen for the staff.



Daphne Dowdy
President & CEO
OETA Foundation
& *Producers Club Member*
Direct 405.841.9201
Main 405.848.8501
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)





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Daphne Dowdy

From: Richard Phillips [REDACTED]
Sent: Thursday, October 4, 2018 9:02 AM
To: Daphne Dowdy
Subject: FW: OETA (266) questions

Daphne,

Please review the narrative by the Deputy Council of OMES below.

Richard

From: Lisa Raihl [REDACTED]
Sent: Wednesday, October 03, 2018 4:28 PM
To: Richard Phillips [REDACTED]
Subject: FW: OETA (266) questions

Hi Richard,

Please see below for analysis of Foundation contributions to the OETA for employee bonuses.

Thank you,

Lisa M. Raihl, CPA
State Payroll Manager
Office of Management & Enterprise Services
Central Accounting & Reporting
5005 N. Lincoln Blvd., Suite 100
Oklahoma City, OK 73105-3324
405-521-3258
[REDACTED]
omes.ok.gov



Sign up to receive email or wireless updates from OMES.

From: Jacob Smith
Sent: Wednesday, October 03, 2018 3:50 PM
To: Lisa Raihl
Subject: Fw: OETA (266) questions

Hi Lisa,



Please see Tracy's response below. The short answer is that as long as they are performance increases they should be good.

Jake M. Smith, MPA, SHRM-SCP, IPMA-SCP

Director of Talent Management

Office of Management and Enterprise Services

405-521-6327 |P

405-213-4276 |C

omes.ok.gov

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From: Tracy Hird
Sent: Tuesday, October 2, 2018 12:42 PM
To: Jacob Smith
Subject: RE: OETA (266) questions

Hi Jake,

Please see below for my analysis:

70 O.S. § 23-105 created the Oklahoma Educational Television Authority (OETA) as a body corporate and politic. Pursuant to 70 O.S. § 23-105, the Authority is constituted an instrumentality of the state. 74 O.S. § 840-1.3 defines agency as any office, department, board, commission, or institution of the executive branch. OETA could be considered an institution of the executive branch. Assuming OETA comes under the Merit Rules, OETA could use the donations to pay bonuses pursuant to OAC 260:25-7-27, Performance-based adjustments.

Pursuant to 70 O.S. § 23-106(15), the Authority is authorized to employ any employees and agents as may be necessary in its judgement and to fix such employees' compensation. 70 O.S. § 23-106(16) authorizes the Authority to receive and accept aid or contributions from any source of either money, property, labor or other things of value. 70 O.S. § 23-114 states that all monies received by OETA shall be deemed trust funds, to be held and applied solely as provided in the statutes.

Because § 23-106 authorizes the Authority to fix its employees' compensation and to receive contributions from any source, I am of the opinion that the Authority can accept the donation from the OETA Foundation and use it for employee performance increases.

The OETA Foundation appears to be a 501c3. The IRS places some restrictions on 501c3 entities in regards to paying bonuses to employees. The Foundation would need to ensure the donation earmarked for employee bonuses would not cause the Foundation to lose its 501c3 status.

Let me know if you have questions.

Thanks,

Tracy A. Hird
Deputy General Counsel
OMES, Human Capital Management Division
Will Rogers Building
2401 N. Lincoln Blvd., Suite 106
Oklahoma City, Oklahoma 73105
Phone 405-522-3428
[REDACTED]



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MEMORANDUM

TO: Oklahoma Educational Television Authority Board

FROM: OETA Foundation Board of Trustees

DATE: Monday, July 31, 2018

As your board continues to discuss concerns about the current relationship between the Authority and the Foundation, our Board of Trustees wanted to convey our dedication and commitment to establishing a stronger working relationship with you to ensure our future success.

We recognize and confirm that we are in this current situation due to a combination of structural issues; long-term unresolved conflict; poor decisions; and in some cases, inappropriate behavior. But we also believe these issues cannot be fixed with paper agreements alone, but instead require a shared commitment to a path forward that allows both of our governing boards the ability to create clear expectations for our staff and accountability to those expectations. We have clear evidence from past projects and results that our organizations can produce great work together when we are in unison toward a common goal.

We also recognize that we are a supporting foundation to OETA. Our focus is OETA's growth and success. We want to solve this problem – we do not desire conflict with OETA. We would like to take immediate actions to improve the working environment and create a productive dialogue between leadership of both organizations.

To that end, we are committed to the following:

- Our Board of Trustees has approved total of \$3,671,380 for use this year by the Authority. This includes \$1.1 million over what is needed for programming.
- Following Attorney General's office recommendations, shared board participation was ended last year. We would like to add two ex-officio non-voting members of the Authority Board to the Board of Trustees to increase dialogue while maintaining the separation requested.
- Our Board of Trustees is committing to regular representation at open public Authority Board meetings.
- We would like to see the initiation of a regular joint operating meeting (monthly at a minimum, could be more frequent during initial work) to include both executive directors and two members of each board to assure quick resolution of conflict and ongoing shared decision-making activities.
- We recognize that our staff needs a "reset" in developing a working relationship with Authority staff. We are bringing in organizational consultants to work directly with our team on conflict resolution, appropriate engagement, and leadership skills to eliminate the adversarial nature of the current relationships. We are happy to provide access to these same consulting services for members of the Authority team, or additional funding as needed for similar types of services.

MEMORANDUM – page 2

Please see these steps as just a beginning of the work we would like to do together with you to address the current situation. The confidence and commitment of our donor audience is of utmost concern to the Board of Trustees. We have many opportunities to grow the reach and value of OETA for the citizens of Oklahoma. We are anxious to address these issues and get back to that work.



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Daphne Dowdy

From: Daphne Dowdy [REDACTED]
Sent: Tuesday, August 21, 2018 11:31 AM
To: Daphne Dowdy
Subject: FW: Request for Funds

From: Toni Matthews
Sent: Tuesday, August 21, 2018 11:31:13 AM (UTC-06:00) Central Time (US & Canada)
To: Daphne Dowdy; Michael Vaughn
Subject: Request for Funds

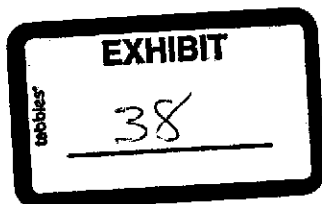
Daphne,

I submitted a request for \$287,707 on August 6th as part as the OETA Foundation subsidy that was approved by your board.

I however did not change the Subject matter from a previous request that said from CSG funds. This should be Foundation funds, which it states in the body of the request, and I was wondering if there was a timeline on when this might be received since we are needing it for continuing operational expenses.

Thanks,

Toni Matthews
OETA
Interim Vice President of Finance
405-841-9247





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(918) 585-5876 www.litgistix.com

Daphne Dowdy

From: Daphne Dowdy
Sent: Monday, August 27, 2018 9:17 AM
To: TMatthews [REDACTED]
Cc: Michael Vaughn; Polly Anderson
Subject: FW: Request for Funds

Hi Toni,

Yes. I set this aside to determine the proper approach to this unusual requested transfer of funds.

The Foundation has approved a large sum in support of OETA for FY19 and we are eager to put these funds to use for OETA. I am, however, uncomfortable changing our longstanding funding procedure, particularly without a plan in place. Can we address this?

Will you please share an outline of the budgeted expenses for the quarter, similar to what you used to do for Stateline/Gallery, and let us know what gives rise to the operational shortfall you'd like the Foundation to cover?

The board would like to see a vision, plan, specific requested expenses. This helps us raise funds and respond to donor inquiries.

Daphne

From: Daphne Dowdy <[REDACTED]>
Sent: Tuesday, August 21, 2018 11:31 AM
To: Daphne Dowdy <[REDACTED]>
Subject: FW: Request for Funds

From: Toni Matthews
Sent: Tuesday, August 21, 2018 11:31:13 AM (UTC-06:00) Central Time (US & Canada)
To: Daphne Dowdy; Michael Vaughn
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Thanks,

Toni Matthews
OETA
Interim Vice President of Finance
405-841-9247





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(918) 585-5876 www.litgistix.com

Daphne Dowdy

From:

Polly Anderson <[REDACTED]>
Monday, September 17, 2018 3:54 PM

Sent:

Daphne Dowdy; Toni Matthews

To:

Michael Vaughn; 'Cynthia Reid'; 'mia' <[REDACTED]>; 'Dave Gillett' <[REDACTED]>; 'jgardner' <[REDACTED]>; Mr. Garrett King <[REDACTED]>

Cc:

RE: Request for Funds

Subject:

Daphne,

Regarding your recent email, thank you for setting aside the funds we requested. We will not be providing the detail you requested as it actually is not, as you said, an "unusual requested transfer of funds." It is not, again in your words, a "longstanding funding procedure." It actually is exactly how the funds transfers have been made for the decades prior to your tenure here. And the procedure we are using is standard among many state networks that have supporting organizations such as the OETA Foundation.

Additionally, there is absolutely nothing in our current Memorandum of Understanding that specifies anything about the Authority providing budget detail. We are not required to provide any additional information other than the dollar amount requested.

In other public broadcasting stations, there are generally three sources of funds: federal Community Service Grants (CSG) from CPB, state funds and the funds the station raises from donors. Here at OETA, we do not receive the donor money directly; that flows through the OETA Foundation. If we actually received the funds raised on our programming, we would not have a shortfall. There is not a station in the PBS system that could survive on CSG and state money alone.

In the words of your Board Chair, Cynthia Reid, the Foundation has a, "genuine commitment to work with OETA to both improve the business environment for our staffs and to successfully continue our essential educational service to Oklahoma." And in your words, "I'm hoping to get to a place of trust." and "We look forward to working in harmony with OETA..."

Please transfer the first 25% of the amount that was budgeted and approved by your board in their July meeting and requested by the Authority on August 6, 2018. Additionally, according to our most recent consolidated audit, on page 22, the auditors state, "The Foundation distributes approximately 5% of its board-designated Legacy for Excellence fund and Facilities fund each year, based on the average fair value of the prior twelve quarters through the end of the fiscal year preceding the year in which the distribution is planned, as provided for in its related spending policy." The Legacy for Excellence fund totaled \$1,739,850 on June 30, 2017 and the Facilities fund totaled \$12,258,043 on June 30, 2017. Please let me know the amount and dates of those distributions over the past three years.

We both know there are many lawyers involved at this point. I would think you would want things to go smoothly in order to at least have the appearance of "getting to a place of trust."

Thank you,
- Polly

From: Daphne Dowdy <[REDACTED]>
Sent: Monday, August 27, 2018 9:17 AM
To: Toni Matthews <[REDACTED]>





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(918) 585-5876 www.litgistix.com

Daphne Dowdy

From: Daphne Dowdy
Sent: Tuesday, September 18, 2018 3:05 PM
To: Polly Anderson
Cc: Michael Vaughn; TMatthew [REDACTED]; Cynthia Reid; 'mia [REDACTED]'; Dave Gillett
Subject: Funding for OETA
Attachments: payments to OETA.PDF; 6-22-2010 minutes excerpt.pdf

Polly,


Attached, please find information regarding fund transfers from the Foundation to OETA over the past ten years. You will see that each was preceded by a plan/shared detail. All of the non-CSG payments were for specified uses with the exception of the July 22, 2010 subsidy which was specifically approved by the Foundation board after then GM, John McCarroll, presented a plan to deal with a sudden cut in OETA's state funds. (see attached minutes excerpt)

Foundation funding for OETA is determined through a series of budget meetings between the organizations. In most cases, invoices are paid directly to vendors by the Foundation. In the case of fund transfer, the purpose of the transfer is discussed between the organizations prior to funding and detail is provided. I understand that you've worked at other stations in the system, as have I. This is how we operate at the Foundation.

You correctly note that our Operating Agreement does not require OETA to provide detail of funding needs. The Agreement calls for OETA to pay for OETA staff salaries, on-air operations and other operating expenses, OETA facilities and equipment, and local productions such as news or coverage of the legislature. The Agreement calls for the Foundation to provide OETA with designated public programming (OETA's schedule) and to manage and pay for our own work and expenses, yet we work very hard to be able to offer support above and beyond this level. Our board simply asks that OETA share its vision and those specific needs.

Again, I want to make it clear that the Foundation has made the funds available to OETA for access. We only request the data that I mentioned below, for the reasons that I specified below. This is not a matter of getting to a place of trust. We do not anticipate questioning the propriety of the budgeted expenses. We are here to enhance the quality of public programming and are eager to do that. Instead, this is a matter of the most minimal level of accountability, something that tax exempt foundations and public entities should choose to embrace. This information helps us raise funds, properly steward funds, and report back to our donors on how their contributions are being used and their impact. It helps assure accountability – for both OETA and the Foundation. From the Foundation's perspective, it reflects due diligence and an appropriate expenditure of funds for its donors. From OETA's perspective, it shows the citizens of Oklahoma that OETA is also doing its due diligence and is budgeting the expenditure of its funds.

Finally, you also asked about distributions from the Legacy for Excellence and Facilities funds. Those are internal distributions, not external distributions. Facilities distributes into the Endowment Grant which is largely used to pay for OETA's facility needs. Legacy for Excellence distributes into the Operating Fund which ultimately pays for programming. We file joint audits which are posted online so you can look up the detail on these distributions any time. That website is <http://www.oeta.tv/about/reports/>


President & CEO
OETA Foundation





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5 E. 5th St., Tulsa OK, 74103
(918) 585-5876 www.litgistix.com

I'm Toni Matthews, Interim Vice President of Finance of the OETA Authority and just wanted to introduce myself.

In August 2016 I retired from OETA after 28 years and continued to work temporary until a new VP of Finance could be hired and trained. I worked until November 2016.

In June 2018 the current VP of Finance resigned and I was asked if I would be willing to help out part-time until someone new could be hired. I agreed because of the love I have for the work that this great asset to the State of Oklahoma provides.

Since 2009 OETA has received over \$2,000,000 in state appropriation reduction which caused a loss of over 20 positions.

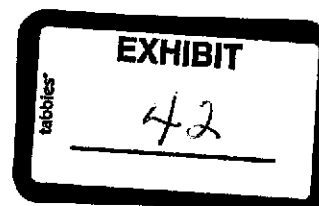
With the generosity of Robert Allen which was not only the Foundation President but was also the OETA Authority's Executive Director for many years, the Authority maintained a level of service that the viewers of Oklahoma continued to enjoy. One such thing was the Gallery and Stateline (currently Back in Time) programs that were originally created by numerous grants from the Kirkpatrick and McCasland Foundations. Once these funds no longer were available, Mr. Allen decided that these programs needed to continue and agreed to support them 50/50 with the state.

Over the years OETA would create a budget based on current needs, there was no fluff, trying to continue the services that were important and pay basic utilities, tower rentals, etc. The Foundation was always willing to fill the "gap" that state appropriations did not fill and never tried to determine what was best for the Authority. The Authority would make a request to the Foundation so any needed funds would be transferred. This soon all changed...

In FY16 the Authority created a budget but was soon met with resistance by Daphne Dowdy. Ms. Dowdy wanted to know exactly what the funds would be used for. When told that it would be for operating expenses such as personnel, utilities, rentals, etc. she came back and determined they would only pay for certain projects and programs she felt were important and this continued in the FY17 and FY18 budgets.

The FY19 budget has included a "subsidy" from the Foundation in the amount of \$1,288,947 (tower and additional support). This is not an excessive request and the Foundation board approved this in July 2018 but as of yet OETA has been unable to receive any of these funds due to the fact the Ms. Dowdy once again wants control of the Authority budget.

Toni Matthews
9/20/18





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(918) 585-5876 www.litgistix.com

Daphne Dowdy

From: David Gillett <[REDACTED]>
Sent: Tuesday, September 25, 2018 4:13 PM
To: Polly Anderson
Cc: Mia Mascarin Oven; Cynthia Reid; Linda Gardner; Daphne Dowdy; Mr. Garrett King; Superintendent Joy Hofmeister; Chancellor Dr. Glen D. Johnson; Mr. Clarke Stroud; Jerry Zimmerman
Subject: OETA Funding Plan

Dear Polly

We are in receipt of your email/letter to Daphne.

After witnessing your apparent discontent in your correspondence over the last several months, we felt it necessary to clarify our intent and, hopefully, put a stop to the negative and accusatory tones of this correspondence, with the goal of moving towards a collaborative relationship. You must realize that we are here to help you and OETA, not to hurt, mislead or control. We desire a collaborative, industrious, and rewarding relationship that benefits Oklahomans.

Let me explain why we want the information we have requested on OETA's plans going forward. Basically we are fulfilling our responsibilities to our donors by reporting to them on how funds are being used. This is a fundamental fiduciary responsibility and is typical of all non-profits. Secondly, we need to build relationships with donors, large & small. We use the information on your plans to help them to understand the vision that they financially support. This includes engaging our public, marketing the efforts of the Authority's relevant programming, and then offering the Authority feedback from those constituents as to what works and what doesn't so that the Authority is informed for future programming decisions. Without the information, we will be hamstrung in our efforts to raise funds in support of OETA.

We appreciate that the MOU does not cover every specific responsibility. It requires us to cooperate and succeed together based on our common goal of promoting public television in the Oklahoma community. To that end, in the past, there has been a decent level of cooperation, especially when it came to developing the annual budget. There were typically several meetings to address OETA's plans for the upcoming year - the financial needs and desired programming. This helped the Foundation in turn coordinate strategies for raising money & promoting the efforts of OETA. This was the case when George Taylor requested funds in 2017 - the Foundation knew and understood the mission in advance. In the recent year, there were no such meetings and no shared vision and strategy forthcoming from OETA.

If you could please complete the funding request with the requested information, we can then get you the funds you need.

Again, we are here to *help OETA, Fund OETA, and Support OETA*. Please allow us to do so. Our hope is that we can focus on providing great public television programming and making the citizens of Oklahoma PROUD of what OETA has to offer. Daphne will provide a detailed response to your concerns separately.

With Respect

DG





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Daphne Dowdy

From: Daphne Dowdy
Sent: Tuesday, October 2, 2018 4:38 PM
To: Polly Anderson
Cc: Toni Matthews; Michael Vaughn; Cynthia Reid; Dave Gillett; jgardner; mia@ [REDACTED] Daphne Dowdy; garrett.trey.king [REDACTED]
Subject: OETA funding request
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; OETA funds req 10 01 18.pdf; ATT00003.htm

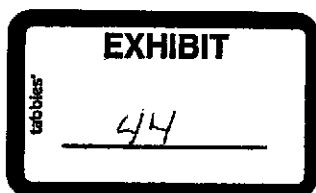
Dear Polly,

We have received OETA's request for transfer of funds totaling \$575,414, attached. I am confident that all now fully understand the Foundation's requests, ahead of any transfer, for a budget, a plan, accountability, transparency and the reasons for each. To date, we have received none of the requested information.

I'm also forwarding, below, the recent letter from our board which outlined our requested needs and reiterated the Foundation's desire to help.

Please do us the favor of completing your funding request by meeting the Foundation's needs for a budget, plan, transparency and accountability.

I want to make clear to all that the Foundation has continued to meet and exceed the commitments of our Agreement and we are proud of that achievement. I want to leave no impression that OETA is suffering from a lack of financial support from the Foundation.





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TO: *OETA Foundation, Inc. (OETAF) Board of Trustees*

FROM: *Garrett King, Chair, Board of Directors, Oklahoma Educational Television Authority (OETA)*

RE: *Oklahoma Fiscal Year (FY) 2019 Budget for OETA*

DATE: *30-October-2018*

On 31-July-2018 the OETAF Board of Trustees advised OETA via memorandum that "\$3,671,380" had been allocated for OETA's use in Oklahoma FY 2019. Based upon the language contained within the 31-July-2018 memorandum that total was no doubt arrived at after review of the documents compiled by OETA and OETAF staff during their budget planning meeting of 17-July-2018. OETA is appreciative to the OETAF Trustees for approving this allocation which ensures that OETA's donor funds are being put to work to meet OETA's needs as OETA has identified them and as OETA's donors have directed. This was also a welcome signal to federal and state Legislators and executive branch officials whom OETA has been keeping advised of the ongoing tensions between OETA and OETAF.

However, as reflected in e-mails dated 27-August-2018 and 17-September-2018, OETAF management is refusing to transfer to OETA the funds as allocated by the OETAF Trustees per the 31-July-2018 memorandum and as requested repeatedly by OETA management, most recently on 1-October-2018. And in an e-mail from OETAF Trustees to OETA management dated 25-September-2018 it would now appear that OETAF does not intend to transfer the approved funding to OETA.

The OETAF Board of Trustees is now imposing restrictions on funds contributed without donor-imposed restrictions for the benefit of OETA. To OETA's knowledge most, if not all, of the



funding OETA has requested would be noted under the Financial Accounting Standards Board (FASB) classification of "Assets without Donor Restrictions."

OETAF is withholding funding and jeopardizing OETA's ability to carry out its state-mandated mission. It is impossible to for OETA to do anything here but conclude that OETAF *will indeed* permit OETA to "suffer from a lack of financial support from the Foundation," to borrow the expression used by OETAF's current chief executive officer in her e-mail of 2-October-2018.

The OETA Board of Directors respectfully reiterates to the OETAF Board of Trustees the request of OETA management to OETAF management as conveyed on 1-October-2018 and asks OETAF to fulfill the commitment it has made.

I am available to discuss any time at 405-929-0281. Thank you for your thoughtful consideration.

A handwritten signature in cursive script, reading "Janeta King".



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OETA FOUNDATION, INC. OPERATING ACCOUNT

65954

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE				
PBS-CHARLOTTE	Public Broadcasting Service	191075	11/16/2018	65954			
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
191075	19DUES0496A	10/22/2018	\$1,540,671.00	\$1,540,671.00	\$0.00		\$1,540,671.00
191075	19DUES0490B	10/22/2018	\$269,164.17	\$269,164.17	\$0.00		\$269,164.17
			\$1,809,835.17	\$1,809,835.17	\$0.00		\$1,809,835.17

COMMENT

Customer # C10-000217

65954

OETA FOUNDATION, INC.

OPERATING ACCOUNT

P.O. BOX 13620

OKLAHOMA CITY, OK 73113-0190

(405) 848-8501

BANK OF OKLAHOMA

86-3710391

DATE

AMOUNT

Memo: FY19 PBS Dues

11/16/2018

\$1,809,835.17

PAY One Million Eight Hundred Nine Thousand Eight Hundred Thirty Five Dollars and 17 Cents

TO THE
ORDER
OF

Public Broadcasting Service
14400 Collections Center Dr.
Chicago IL 60693

[Handwritten Signature]
AUTHORIZED SIGNATURE

065954

EXHIBIT

tabbies

46

0-000217

NETA FOUNDATION, INC.

OPERATING ACCOUNT

P.O. BOX 14190

OKLAHOMA CITY, OK 73113-0190

8 PBS (405) 848-8501
Dues

BANK OF OKLAHOMA

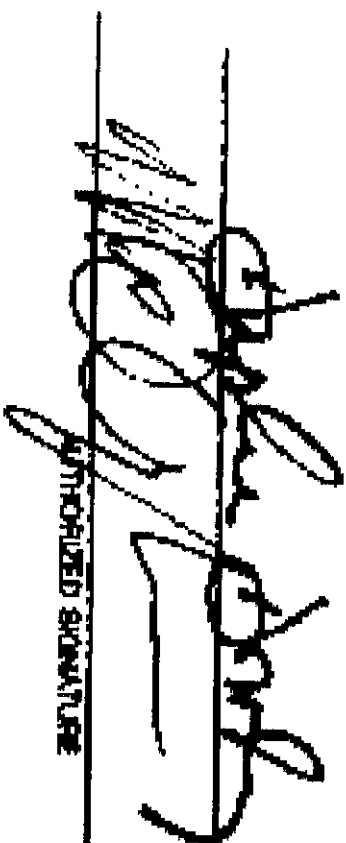
86-311039

DATE

11/27/2017 \$1,724

Million Seven Hundred Twenty Four Thousand Four Hundred Three Doj
1 Cents

11c Broadcasting Service
00 Collections Center Dr.
cago IL 60693


AUTHORIZED SIGNATURE

055279



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From: Daphne Dowdy
Sent: Wednesday, May 30, 2018 12:35 PM
To: Daphne Dowdy <[REDACTED]>
Subject: FW: Norman Purchase Order; repack charges

From: Daphne Dowdy
Sent: Friday, May 25, 2018 3:28 PM
To: Polly Anderson <[REDACTED]>
Cc: Michael Vaughn <[REDACTED]>; Richard Ladd <[REDACTED]>; George Taylor <[REDACTED]>
Subject: RE: Norman Purchase Order; repack charges

Ah. Happy to change the funding for this PO to CSG but we will still need the documentation for our files.

Are you planning to pay all future repack POs using CSG rather than Foundation Endowment or just this one?

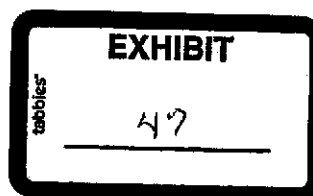
Daphne

From: Polly Anderson
Sent: Thursday, May 24, 2018 5:51 PM
To: Daphne Dowdy <[REDACTED]>
Cc: Michael Vaughn <[REDACTED]>; Richard Ladd <[REDACTED]>; George Taylor <[REDACTED]>
Subject: RE: Norman Purchase Order; repack charges

Well the P.O. says it is being paid out of CSG funds, and I am approving that. So please just pay it out of CSG and we'll get the reimbursement from PBS.

Thanks.

From: Daphne Dowdy
Sent: Thursday, May 24, 2018 5:41 PM
To: Polly Anderson <[REDACTED]>



Cc: Michael Vaughn <[REDACTED]>; Richard Ladd <[REDACTED]>
Subject: RE: Norman Purchase Order; repack charges

Polly,

This is not being paid out of ACSG, the Foundation is paying for it out of the endowment grant. OETA asked us to front the money and we agreed. You'll see that noted on the attachments to and within the email below.

I'm not expressing concern about the Foundation being repaid. I'm ensuring for our files that the Foundation, in paying for this on behalf of OETA, is not breaking or a party to breaking IRS codes, IRS regulations and state laws.

Daphne

From: Polly Anderson
Sent: Thursday, May 24, 2018 4:21 PM
To: Daphne Dowdy <[REDACTED]>
Cc: Michael Vaughn <[REDACTED]>; Richard Ladd <[REDACTED]>
Subject: RE: Norman Purchase Order; repack charges

Hey Daphne,

Since this is being paid out of CSG money and the turnaround time from PBS is very short, just pay it.

Thanks,
• Polly

From: Daphne Dowdy
Sent: Wednesday, May 23, 2018 3:41 PM
To: Polly Anderson <[REDACTED]>
Cc: Michael Vaughn <[REDACTED]>; Richard Ladd <[REDACTED]>
Subject: Norman Purchase Order; repack charges

Dear Polly,

As you know, the Foundation has agreed to pay for OETA's translator repack project, understanding that OETA has applied for grant funds from PBS to cover the cost and will repay the Foundation for costs incurred.

With that in mind, attached please find your recently submitted OETA Purchase Order for contract work performed by retired OETA staffer, Mark Norman, beginning November 2017. This PO was submitted to the Foundation as part of the repack.

I've also attached, for your convenience, information from the Oklahoma Public Employees Retirement System website regarding IRS code, IRS regulations and state laws on the subject of good-faith separation of service. Here's the link:
<http://www.opers.ok.gov/returning-to-work>

Since OETA Foundation funds are being requested to cover this expense, please confirm for me and provide evidence for our files that OETA and Mark Norman have followed IRS code, IRS regulations and state laws on this matter.

Also, I see on another purchase order that attorney's fees for Gray Miller Persh of \$392.00 for the service "Research re 1998 sale of KTLN-TV from OETA to Paramount; telephone call and emails with P. Anderson re: same." are also charged to the repack. How is this a repack expense?

Many thanks in advance for your response.

Daphne

Daphne Dowdy
President & CEO
OETA Foundation
& *Producers Club Member*

Direct 405.841.9201

Main 405.848.8501

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)





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From: Fred Hegenbart
Sent: Wednesday, June 13, 2018 10:35 AM
To: Thomas Schneider
Subject: RE: Community Service Grant - Mark Norman

Dear Thomas --

I am just following up to be sure I did not miss anything on this issue. Let me know as soon as you have something. I will try not to bug you.

Thanks,

Fred



Frederick J. Hegenbart | Shareholder/Director

Rosenstein, Fist & Ringold

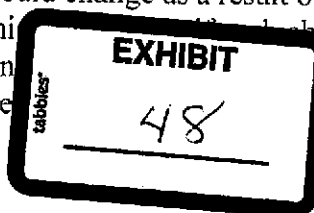
525 S. Main, Suite 700

Tulsa, OK 74103

T: 918.585.9211 | F: 918.583.5617 | C: 918.629.6302

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e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from us to you or you to us, (3) parties not participating in our communication may be able to intercept our communications by improperly accessing your computer, our computers or even some computer unconnected to either of us which the e-mail passed through. We are communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let us know immediately.

From: Fred Hegenbart

Sent: Tuesday, June 05, 2018 8:18 PM

To: Thomas Schneider [REDACTED]

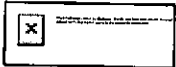
Cc: Jeri Holmes [REDACTED]; Jerry Zimmerman [REDACTED]

Subject: Re: Community Service Grant - Mark Norman

Thanks for the follow up, Thomas. I look forward to hearing from you soon.

Thanks,

Fred



Frederick J. Hegenbart | Shareholder/Director

Rosenstein, Fist & Ringold

525 S. Main, Suite 700

Tulsa, OK 74103

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receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let us know immediately.

On Jun 5, 2018, at 6:44 PM, Thomas Schneider <[REDACTED]> wrote:

Fred,

I apologize for not getting back to you about this matter. I have been working on it since I returned from the Workers' Compensation Commission at 2:50 p.m. I was unable to gather the necessary information for me to provide an educated answer to OETA and the Foundation. It may be tomorrow or Thursday. I apologize for the day, but please know that I am making it a priority.

Best,

THOMAS R. SCHNEIDER

Oklahoma Attorney General's Office - Legal Counsel Unit

From: Fred Hegenbart <[REDACTED]>

Sent: Tuesday, June 5, 2018 8:37 AM

To: Thomas Schneider <[REDACTED]>

Cc: Jeri Holmes ([REDACTED]); Jerry Zimmerman
[REDACTED]

Subject: RE: Community Service Grant - Mark Norman

Excellent. Thank you, Thomas. I look forward to hearing from you.

Thanks,

Fred

<image001.gif>

Frederick J. Hegenbart | Shareholder/Director

Rosenstein, Fist & Ringold

525 S. Main, Suite 700

Tulsa, OK 74103

T: 918.585.9211 | F: 918.583.5617 | C: 918.629.6302

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change as a result of changes in the applicable laws and regulations. We are under no obligation to update this information if such changes occur. Our advice is based on your unique facts and circumstances as you communicated them to us and should not be used or relied on by anyone else. Notice to recipients: (1) e-mail is convenient, but is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from us to you or you to us, (3) parties not participating in our communication may be able to intercept our communications by improperly accessing your computer, our computers or even some computer unconnected to either of us which the e-mail passed through. We are communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let us know immediately.

From: Thomas Schneider <[REDACTED]>
Sent: Tuesday, June 05, 2018 8:35 AM
To: Fred Hegenbart <[REDACTED]>
Cc: Jeri Holmes ([REDACTED]); Jerry Zimmerman
<[REDACTED]>
Subject: Re: Community Service Grant - Mark Norman

Hello Fred,

I have received your email. I will hopefully be able to provide you an answer by EOB today.

Respectfully,

Thomas R. Schneider, LL.M.
Assistant Attorney General
State of Oklahoma
(405) 522-4413 *direct* • (405) 522-4536 *fax*
[REDACTED]

This is not an official Attorney General Opinion, but the opinion of the author.

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On Jun 5, 2018, at 8:23 AM, Fred Hegenbart <[REDACTED]> wrote:

Dear Thomas:

I know that Jeri is out of town, but I wanted to head off a situation that has presented itself. By copy of this email I am sending it to Jeri as well as my partner, Jerry Zimmerman.

The Foundation has received a payment request from the Authority for the Foundation to pay funds to Mark Norman from the Community Service Grant that the Foundation administers for the Authority.

The Foundation is aware that until October, 2017 Mr. Mark Norman, formerly the Authority's executive director, was employed by the Authority at which time the Foundation believes that Mr. Norman retired. The payment request, however, indicates an engagement with Mr. Norman commencing at some point in the month following his believed retirement from the Authority.

I do not know if the Authority is governed by OTRS or OPERS, but I believe that both have limitations on reengagement of recently retired personnel. On the OTRS side, I refer you to OKLA. STAT. tit. 70, § 17-116.10 et seq. The Foundation's concern is that if, in substance, Mr. Norman retired from the employ of the Authority, and then within weeks was re-engaged either as a consultant or an employee, then he did not retire from the applicable retirement system. As such, his re-engagement could be violative of the law.

The Foundation will pay the Authority's funds from the CSG, but would respectfully request confirmation from you, as counsel for the Authority, regarding the legality of the expenditure because the Foundation must report to CPB regarding expenditures made of the CSG.

Accordingly, at your earliest convenience please provide me with your opinion of counsel as to legality of the requested expenditure so that payment can issue. To be clear, given our understanding of the facts, the Foundation's sole goal is to make an expenditure that is legal, so as to properly report to CPB. If my understanding of the facts is incorrect, please feel free to correct me..

Thank you for your assistance in this matter. As stated, these are Authority funds being administered by the Foundation and we look forward to receiving your opinion as to legality so they can be issued.

Please let me know if you have any questions. I look forward to hearing from you.

Thanks,

Fred

<image001.gif>

Frederick J. Hegenbart | Shareholder/Director
Rosenstein, Fist & Ringold
525 S. Main, Suite 700
Tulsa, OK 74103
T: 918.585.9211 | F: 918.583.5617 | C: 918.629.6302
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AugustFest 2018

E-mail thread:

From: Polly Anderson

Sent: Monday, June 11, 2018 9:35 AM

To: Daphne Dowdy <[REDACTED]> Louise Lee <[REDACTED]>

Cc: BaBette Davidson <[REDACTED]>

Subject: August schedule

Daphne and Louise,

BaBette Davidson and The Programming Service will be generating the August pledge schedule for OETA. They will also be generating all future pledge schedules. This makes sense as we are already paying for this service in our contract, and they have tremendous experience in this regard.

August pledge this year will be all virtual; we will not undertake any live pledge.

If you have questions or comments, please let me know.

- Polly

Polly Anderson

Executive Director

OETA

[REDACTED]
Direct: 405-841-9250
7403 North Kelley Avenue
Oklahoma City, OK 73111

From: Daphne Dowdy

Sent: Monday, June 11, 2018 1:34 PM

To: Louise Lee <[REDACTED]> Polly Anderson <[REDACTED]>

Cc: BaBette Davidson <[REDACTED]>

Subject: RE: August schedule

Dear Polly,

I'm sorry to hear of this decision. I think it is ill advised. However, the Foundation was concerned about live pledge because OETA no longer has the manpower to staff live pledge.

What help would you like from the Foundation and on what channel(s) do you plan to pledge? Please let us know as soon as possible.

Daphne

EXHIBIT

49



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JOHN E. HOWLAND
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HENRY L. FIST (1893-1976)
DAVID L. FIST (1931-2008)

OF COUNSEL
JERI A. RICHARDSON
STACI L. ROBERDS
CHERYL A. DIXON

ADAM S. BREIPOHL
N. ROXANE MOCK
HALEY A. DRUSEN

May 9, 2018

Via Email

Jeri Holmes

Re: OETA/OETA Foundation ("Foundation")

Dear Jeri:

Thank you for sending to me the various materials on May 8th which Mr. King provided. They were helpful and, candidly, to some extent, illustrated a theme of personality conflicts. My ability to mention that the documents illustrated personality conflicts gives me a significant source of optimism. We are working with highly skilled and mature individuals. Each of them has the capacity to improve and be flexible. Each of them has the same goals in mind: OETA and the Foundation to thrive. So, with that background and the increasing friction between OETA and the Foundation, this issue is "fixable". All it takes is each individual to simply commit to "try and do better".

I also appreciate the information on Mosaic, as well as the other data which you sent. I had previously seen and reviewed documents that you sent to me on May 8th, as had Mr. Utterback. I am assuming (perhaps incorrectly) that Mr. King's perplexion came from the perspective that he had already sent those documents. Actually, all that Mr. Utterback was referencing as data that he had not seen, and the data that I was requesting, was data which caused the OETA Board to come to the belief that the Foundation's pre-production activities was wasting money. Mr. Utterback and I were not referring to the other issues, however, we recognize and do not discount those issues of concern to OETA.

In connection with the topic of wasting funds, I saw Ms. Anderson's email to herself on January 12, 2018, which I think is effectively a memo to herself. She was concerned that the Foundation would be spending time and resources to raise money for the journalism collaboration at the expense raising money for OETA. I can draw the conclusion from that sentence that it would be a concern of wasted personnel time. In that regard, it was OETA GM Mr. Scheidel who not only supported the initiative but was the initiator of it. Mr. Norman, on behalf of OETA, also signed the letter of intent to move forward on this collaboration. With that background (I can provide the documents to you, if you like), it is difficult to argue if funds were wasted, that the funds were wasted without the consent of OETA. While the Foundation's Board

EXHIBIT

tabbles

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does not consider that collaboration to cause a waste of funds, and while OETA's Board might reach an opposite conclusion, I do not think that there can be a dispute that OETA was actively involved in and promoted that initiative. Other than that issue, if there are documents showing a waste of funds, I really would like to see them, as would the Foundation's Board.

Jeri, I am going to "make another run at you" on the MOU. It is just not reasonable to expect a board of directors of an entity that supports an organization as its beneficiary to effectively give all control to the supported entity and to risk extinction as a going concern.

I want to be able to give my Board some options but what choice does the Foundation's Board have other than to say, "no" to the concept embodied in the MOU that was submitted on March 26th? I cannot believe that you think I am being unreasonable with this comment. The OETA, through you, is asking my Board to work with a document that threatens its very existence. The Foundation, through me, is asking your Board to "work from a place" other than control over its supporting organization.

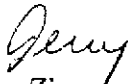
This is one of the few times in my career that I can predict with certainty the outcome of any litigation or administrative process. Any litigation or administrative dispute premised on the transfer to OETA of control of the Foundation and its activities will have the following winners and losers:

The winners: Jeri Holmes, Rosenstein, Fist & Ringold, a couple of C.P.A. firms and a couple of court reporters.

The losers: The Foundation, OETA and the State of Oklahoma.

I am very encouraged by your comment of today that the OETA Board has determined that a meeting of both Boards is needed. To follow your lead, I will suggest to the Foundation's Board as a starting point that, initially, the meetings take place with OETA's Executive Committee, with "an eye" toward one or more full meetings of the Boards.

Very truly yours,


Jerry Zimmerman
For the Firm

JLZ:rr

cc: Fred Hegenbart

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(918) 585-5876 www.litgistix.com

Jerry Zimmerman

From: Jerry Zimmerman
Sent: Wednesday, May 30, 2018 5:13 PM
To: Jeri Holmes [REDACTED]
Cc: Fred Hegenbart
Subject: FW: PBS Development Awards
Attachments: 2018 PBS Development Award_Mosaic Oklahoma_Final.pdf; Mosaic ROI Analysis.pdf

JERI-fyi.

Jeri, can we agree that the quantitative metrics and ROI analysis contradict your prior statement to me that productions by the Foundation waste funds? Do you recall that on 3 separate occasions I asked you for OETA's financial analysis that enabled it to conclude that productions by the Foundation were wasting funds? You sent various photos of the office, pictures from Odyssey, emails reflecting personnel relationships, announcements regarding Mosaic, but no financial data whatsoever. If OETA has financial data showing that the Foundation's production activities waste funds, then please send it to me. The Foundation takes its role as a steward of funds very seriously.

I regret sending this email right before your vacation, but the allegation is serious and will not "go away" in your absence.

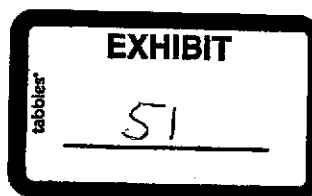
Jerry Zimmerman
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From: Daphne Dowdy [REDACTED]
Sent: Wednesday, May 30, 2018 4:42 PM
To: 'Barry Beauchamp'; 'creid [REDACTED]'; 'Dave Gillett [REDACTED]'; 'James Utterback'; 'Linda Gardner'; 'Mia Mascarini Oven [REDACTED]'; 'rbeck [REDACTED]'; 'dboren [REDACTED]'; 'terriacornett [REDACTED]'; 'cheryl.evans [REDACTED]'; 'osupre [REDACTED]'; 'Joy.Hofmeister [REDACTED]'; 'rcodyinman [REDACTED]'; Ch. Glen Johnson; Garrett King; Suzanne Lair; Mary Melon; 'Irice [REDACTED]'; 'u
Cc: All OETA; 'Matt Payne'; Travis Tindell; 'Caryn Brown'; 'Paul Cristo'; Robyn Tower
Subject: FW: PBS Development Awards

Friends,



I have the honor of sharing with you the exciting news that OETA Foundation has won the 2018 PBS Special Achievement Development Award for our series, Mosaic Oklahoma, and its related fundraising effort. See the notice below.

DAC Chair, Gary Stokes said, "The DAC was inspired by the hyper-localism of the Mosaic Oklahoma project and believe it will be a great inspiration to other stations."

Attached, please find the award submission describing the project and the Return on Investment Analysis.

Congratulations to our full development and production team! I'm proud to work alongside you.

Daphne

From: Gary Stokes [REDACTED]

Sent: Wednesday, May 30, 2018 1:32 PM

To: Louise Lee [REDACTED] Amanda J. Hoehn <[REDACTED]>

Cc: Daphne Dowdy <[REDACTED]> Polly Anderson <[REDACTED]>

Subject: PBS Development Awards

Dear Louise,

As the DAC Chair, I am pleased and honored to let you know the OETA Foundation has been selected as winner of the 2018 Special Achievement Development Award. The DAC was inspired by the hyper-localism of the Mosaic Oklahoma project and believe it will be a great inspiration to other stations. The awards will be presented at the PMDMC conference in Chicago. Copied here is Amanda Hoehn, who will provide more information shortly.

Congratulations, and thank you for sharing your success story. See you in Chicago!

Best,

Gary Stokes
President & General Manager
KSPS-TV
(509) 443-7725

[REDACTED]



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Project Title

Mosaic Oklahoma

Overall goal of project, problem it sought to solve or opportunity it sought to leverage

Our overall goal was to meaningfully connect more Oklahomans with OETA, the state's only PBS station. This project leveraged our traditional strength in video storytelling with a renewed commitment to personal outreach in Oklahoma communities and a robust social media strategy. We believed this "friend raising" would attract new viewers and lead to increased fundraising success at the membership, major gift, and corporate gift levels. Because the majority of OETA's donors come from the state's two metro areas (Oklahoma City and Tulsa), we are particularly excited about the project's impact in other cities, towns, and rural communities across the state. Bill Sweeden let us know that we are making progress, "Thank you OETA and *Mosaic Oklahoma* for showing the rest of the world just how special "The Osage" and its people are."

Description of the activity, what it achieved and why it was successful

The OETA Foundation envisioned and began producing a new series of 30-minute documentaries, called *Mosaic Oklahoma*, which celebrates the communities, people, and landmarks that epitomize Oklahoma's unique culture. The pilot episode, filmed in the northeastern Oklahoma town of Pawhuska (population 3,500), explored the history and heritage of the Osage Nation, which is headquartered in Pawhuska, and the revitalization of the city's downtown, where the Food Network's "Pioneer Woman," Ree Drummond, located her wildly popular deli, bakery, store, and hotel. As viewer Deb Mayo Worten wrote, you created a "beautiful depiction of a unique and authentic town and the passion of those who live in it." Hoping to capture the same magic, upcoming episodes will highlight the trendy Paseo Arts District in Oklahoma City and the town of Tishomingo in the southern part of the state and home to Blake Shelton, who has committed to participation in the project.

With *Mosaic Oklahoma: Pawhuska*, we initiated our strategy of connecting with Oklahomans on multiple levels:

- 1) In person: Our staff and our production team connected with a wide variety of community members, viewers and donors during the months of preparation and filming around Pawhuska. This gave us the prime opportunity to record testimonials, capturing local voices in support of OETA. To celebrate the completion of the program, we partnered with the Pawhuska Chamber of Commerce to host a very popular VIP reception and premiere event at the historic Constantine Theater on the downtown strip.
- 2) On social media: On Facebook, Instagram, and Twitter, we developed strong *Mosaic Oklahoma* followings by promoting the current episode and encouraging Oklahomans to post (and tag us in) photos about their personal piece of Oklahoma's mosaic. This included a Facebook Live event featuring Matt Payne, the program's producer. On Instagram, Twitter and Facebook, we shared Oklahoma events, happenings, and historical facts.

On air: Because OETA is broadcast free throughout the state, all Oklahomans could watch the first episode, *Mosaic Oklahoma: Pawhuska*, which premiered during the OETA Foundation produced on-air fundraiser, "Festival," in March, as well as rebroadcasts on OETA's main

channel and OKLA, one of the four channels that OETA operates to extend access. Jayne Fox Detten gave us high praise, "Just saw the episode of "Pawhuska" on *Mosaic Oklahoma* and was thoroughly impressed. Well done, interesting and informative. A nice combination of interviews, scenic photography and history. Will watch again."

Metrics or benchmarks utilized that show success of project (quantitative and qualitative data)

Social media: In the short time span from February 21 to April 15, OETA Foundation attracted 542 Facebook followers with no paid placements or paid advertising. Interestingly, aside from Oklahoma City, these Facebook followers are concentrated in Northeast Oklahoma, where Pawhuska is located. This tells us that Facebook followers are likely to expand geographically as *Mosaic Oklahoma* films episodes in other parts of the state. On the day we premiered *Mosaic Oklahoma: Pawhuska*, OETA Foundation posted a video "sizzle" to Facebook and had impressive viral success in Oklahoma. Without any paid placement, the post reached nearly 12,000 unique viewers. The video has been shared over 300 times. In addition, our Facebook Live event on March 7 attracted 750 unique viewers with 200 engaging with our producer.

Fundraising/Membership: The OETA Foundation's hope was that *Mosaic Oklahoma* "friend raising" would lead to fundraising success. A major test of that strategy occurred when we premiered *Mosaic Oklahoma: Pawhuska* during Festival. We scheduled the episode in an hour-long block with time for on-air pledge breaks, where we offered *Mosaic Oklahoma: Pawhuska* DVDs as pledge gifts along with signed prints by the Tallgrass Prairie Preserve's Harvey Payne. Our hope was to exceed Festival's average "pledge per minute," which was \$277.85. And did we ever! *Mosaic Oklahoma: Pawhuska*'s pledge per minute was a whopping \$504.80! All told, we secured \$16,600 from 85 donors in that hour. Except for the *Antiques Roadshow* segment that offered tickets to its filming in Tulsa, *Mosaic Oklahoma: Pawhuska* scored the best "pledge per minute" showing of the entire 16-day pledge drive! Also notable: 38% of the *Mosaic Oklahoma: Pawhuska* donors were making their very first membership gift. Moving forward, we see *Mosaic Oklahoma* as a centerpiece of our on-air pledge drives.

Fundraising/Major and Corporate: We have already secured \$150,000 through an individual gift and major corporate underwriter, the Oklahoma Electric Cooperatives, for *Mosaic Oklahoma*. We know this is only the beginning. Now that we have a first episode—and great social media and viewer affirmation information—to share with potential donors, we are already seeing strong interest from individual and corporate donors. Among potential appeals: asking individual donors to support an episode filmed in their community and giving corporate donors the opportunity to sponsor a series celebrating what is great about Oklahoma. As Eddy Red Eagle, an elder of the Osage Nation, noted, *Mosaic Oklahoma: Pawhuska* is "the best portrayal of how Osage County has evolved." If we succeed to that to extent with every episode, we will have met our goal.

How the project leveraged national or local content (primetime, KIDS, pop-out, etc)

By engaging Oklahomans with *Mosaic Oklahoma* through events and social media, we are connecting with viewers who tell us they haven't watched public television since they were in

elementary school! We have the opportunity to leverage their excitement about *Mosaic Oklahoma* into viewership of other OETA shows, with the goal of converting them first to regular viewers and then to contributing members. Jane Wachtman asked us, "How do I make a donation? Through the website? I'm happy to do that. I was born and raised in Pawhuska. In fact, both of my parents were as well and my grandmother even grew up there. . . . So, I'm excited to see it and thrilled that you have done such a beautiful piece on a place where my heart lives!"

OETA Foundation is so excited about *Mosaic Oklahoma*, we are already looking into a spin-off series, *Mosaic Eats*! It will feature the amazing food our film crews, producers, and staff rave about when they return from places like Pawhuska, the Paseo District, and Tishomingo.

OETA FOUNDATION
Return on Investment Analysis FY18
MOSAIC OKLAHOMA

OETA Foundation FY18 Fundraising Content
Outsourced

Mosaic Oklahoma

FY18 Expenses:	\$77,844.12
One Time Start up costs:	\$20,982.68
Foundation Prod Time:	\$17,000
Deliverables:	3 30-minute programs plus 36 minutes of bonus material
Local minutes produced:	126 minutes
Cost per minute:	\$919 per minute
Sponsor Revenue:	\$125,000
Pledge Revenue:	\$34,473 (206 pledges; \$10,799 from new donors)
Net Income:	\$43,646.20 to date
Projected Additional Expenses:	\$27,000
Proj Additional Deliverables:	1 30-minute program plus 12 minutes of bonus material
Proj Addn'l Pledge Revenue:	\$60,000
Proj Total Local min produced:	168 minutes
Proj Total Cost per minute:	\$850 per minute
Projected Total Income:	\$219,473
Proj Net Income, Year One:	\$76,646.20

Notes: OETA Foundation has historically hired OETA to provide some production services for various content endeavors. OETA agreed to help produce this content, initially called OUR TOWN (w.t.) for two years running. OETA failed to deliver each year. See budget allocations for FY16 and FY17, negotiated by the OETA GM. OETA Foundation finally outsourced the stalled production in 2018.

This ROI includes one-time start up costs and a high estimate on Foundation production review time which will reduce as the series progresses. Just like Foundation production, The Oklahoma I Remember, we expect Mosaic Oklahoma to have a long shelf life with continued income generated by each repeat at no additional production cost.

This fundraising initiative works because it has multiple revenue streams and long-lead planning.

OETA Foundation has established a fund made up of the Net Income of its local fundraising programs. Grants from this fund will be allocated exclusively in support of OETA local production(s).



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(918) 585-5876 www.litgistix.com

Jerry Zimmerman

From: Jeri Holmes <[REDACTED]>
Sent: Wednesday, May 30, 2018 7:43 PM
To: Jerry Zimmerman
Cc: Thomas Schneider; Garrett King; Polly Anderson
Subject: RE: PBS Development Awards

Mr. Zimmerman,

We do not agree that the Foundation is not wasting funds by duplicating efforts and producing shows OETA will not air due to the Foundation not following current procedures. I don't have access to the Foundation's financial data nor do I have time to respond adequately. I was concerned silence would be acceptance of your position.

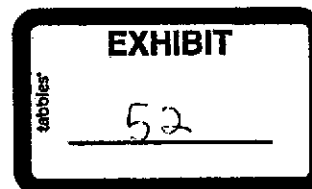
Last week I requested a copy of Form 1023 from your partner. Several years of the tax returns were provided – thank you – but the Form 1023 was not.

Please provide a complete copy (include attachments) to Polly before I return on June 14. This is my formal request. See Publication 557 concerning my rights to request this document.

Respectfully,
Jeri

Jeri D. Holmes, Esq.
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(405) 844-2222 (Mobile)
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Oklahoma City, OK 73120

From: Jerry Zimmerman <[REDACTED]>
Sent: Wednesday, May 30, 2018 5:13 PM
To: Jeri Holmes <[REDACTED]>
Cc: Fred Hegenbart <[REDACTED]>
Subject: FW: PBS Development Awards



JERI-fyi.

Jeri, can we agree that the quantitative metrics and ROI analysis contradict your prior statement to me that productions by the Foundation waste funds? Do you recall that on 3 separate occasions I asked you for OETA's financial analysis that enabled it to conclude that productions by the Foundation were wasting funds? You sent various photos of the office, pictures from Odyssey, emails reflecting personnel relationships, announcements regarding Mosaic, but no financial data whatsoever. If OETA has financial data showing that the