

# **DRAFT - Updated January 2005**

## **Concordia College Student Association Bylaws**

### **Article I. Name**

### **Article II. General Powers and Responsibilities**

### **Article III. Membership and Structure**

#### **Section 1. Membership**

- **A. Academic Requirements**

**Clause 1.** Student Association Officials following election, failing to maintain a cumulative GPA of 2.5 or higher will be put on probation for the period of one semester where in they may maintain their office and the responsibilities of that office.

**Clause 2.** Student Association Officials failing to achieve a cumulative GPA of 2.5 after one semester of probation will be removed from offices.

**Clause 3.** The Director of Student Programming shall be responsible for verifying, by yes or no answer from the Registrar, the cumulative GPA requirement at the beginning of each semester.

#### **Section 2a. Structure (Executive Branch)**

- **A. President:**

**Clause 1.** Shall be available in the Student Association offices as an information source for student inquiries.

**Clause 2.** Shall report to the Council of Commissioners and to the Student Senate on request of either body.

**Clause 3.** Shall be responsible for signing all legislation passed by the Student Senate or Council of Commissioners within seven days of its passage.

**Clause 4.** Shall be responsible for implementing all signed legislation and vetoed legislation that has been overridden by the Student Senate or Council of Commissioners.

**Clause 5.** Shall be an advisor to the Board of Directors of the Alumni Association.

**Clause 6.** Shall assume the position of Student Representative to the Board of Regents.

**Clause 7.** Shall appoint, subject to the approval of the Student Senate, the holders of the following offices: Academic Affairs Commission, Student Life Commission, Campus Entertainment Commission, Office of the Student Advocate, Political Affairs Commission, Public Relations Commission, Student Association Executive and Administrative Assistants, and the Chief and Associate Justices of the Judicial Council.

**Clause 8.** Shall appoint student representatives to the following committees: the Budget Review Committee, the Long-Range Planning Committee, the Student Affairs Committee, and other standing committees or special task forces not assigned elsewhere.

**Clause 9.** Shall establish and appoint any ad-hoc committees deemed necessary to fulfill the obligations of the office.

**Clause 10.** Shall approve the appointments to the following offices: Campus Ministry Commission, Academic Responsibilities Board, Social Responsibilities Board and the College Board of Appeals.

**Clause 11.** Must be duly elected and shall hold a term of office starting the first Tuesday in April of the spring semester in which they were elected and ending on the first Monday in April of the following spring semester.

**Clause 12.** Shall preside over the Council of Commissioners as a non-voting member, except in the case of ties.

**Clause 13.** Shall have the power of item veto over any motions or allocations passed by the Council of Commissioners and the Student Senate, or subcommittee thereof, which must be returned to all members of the appropriate body within seven days of its passage accompanied by a list of reasons for the veto.

**Clause 14.** Shall have all the responsibilities not assumed by other persons in the Constitution or Bylaws.

- **B. Vice President**

**Clause 1.** Shall be responsible for maintaining communications between the SA offices and the student population.

- Shall make regular reports to the student body regarding actions of the student government.
- Shall be available in the SA offices as an information source for student inquiries.

**Clause 2.** Shall be the SA representative to the C-400 Executive Committee.

**Clause 3.** Must be duly elected and shall hold a term of office starting the first Tuesday in April of the spring semester in which they were elected and ending on the first Monday in April of the following spring semester.

**Clause 4.** Shall serve as parliamentarian of the Student Senate.

**Clause 5.** Shall administer all elections.

**Clause 6.** Shall be a voting member of the Council of Commissioners unless assuming the duties of the President.

- **C. Council of Commissioners**

**Clause 1.** Shall be presided over by the Student Association President and shall consist of the following voting commissions: Academic Affairs Commission, Campus Entertainment Commission (to be appointed in January), Student Life Commission, Public Relations Commission, Campus Ministry Commission, Political Affairs Commission, Technology Commission, Organizational Support Commission, Office of the Student Advocate, the Student Association Executive and Administrative Assistants, and the Student Association Vice President (except when presiding), First Year Experience Commission, and Multi-Cultural Affairs Commission.

**Clause 2.** No commission shall have more than two full commissioners except as exempted under special dispensation granted by two-thirds majority approval in the Senate upon request of the President. Each voting commission (in Clause 1) shall have one vote per commission.

**Clause 3.** Shall also include the following non-voting advisory members: Chief Justice of the Judicial Council, Senate Chairperson, Senate Student Business Office Treasurer, Student Association President, and one Inter-Hall Council and representative, appointed by IHC co-chairs and subject to the approval of the Council of Commissioners. The IHC representatives will serve their full term on the Council of Commissioners.

**Clause 4.** Shall report, upon request, to the Student Senate.

**Clause 5.** Shall be available in Student Association offices during scheduled office hours to respond to student requests and inquiries.

**Clause 6.** Shall meet when necessary for discussion and council action.

**Clause 7.** Shall constitute a quorum for transaction of business when five or more voting members are present.

**Clause 8.** Shall compile records of actions and decisions of their respective offices and make such materials available to their successors.

**Clause 9.** All commissions and committees thereof shall be empowered to enact and implement decisions within their statutory jurisdictions and in consultation with the offices responsible for their appointment where required or necessary.

**Clause 10.** Shall be responsible for committees under their respective commissions. Commissioners may remove appointed student members from their committees for just cause. Any committee member so removed may appeal to the Judicial Council by filing a written brief within five business days of notice of removal. Such an appeal will be subject to normal Judicial Council procedure.

**Clause 11.** Shall establish and appoint members to committees necessary to fulfill the obligations of their respective offices.

**Clause 12.** Shall serve, along with the standing committees thereof, a term of office concurrent with that of the appointing executive administration excluding the Senate Chairperson, the Student Business Office treasurer, and committees of their offices.

**Clause 13.** The Campus Ministry Commissioners shall be selected by the Campus Pastors, the Student Association President and Vice President, the previous Campus Ministry Commissioners, and with the approval of the Student Senate.

**Clause 14.** All outgoing Commissioners shall be available until the end of the academic year to answer questions and provide guidance for the transition of the newly appointed and approved Commissioners into office.

**Clause 15.** Shall provide a forum for discussion within Student Association.

**Clause 16.** Shall have the power to vote on administration policy recommendations.

- **D. Student Business Office Treasurer**

**Clause 1.** The Treasurer shall employ whatever staff is deemed necessary by the Treasurer, the SA president, and the Senate Chair.

**Clause 2.** Shall be responsible for payment of bills incurred by Senate funded organizations, and shall supervise all organizational treasurers and manage the Activity Fee cash flow.

**Clause 3.** Shall issue a monthly budget report to all Senate funded organizations and perform a summer audit on all organizations.

**Clause 4.** Shall have immediate seizure power over all financial records of the activity accounts.

**Clause 5.** Shall attend all Student Senate meetings and serve in the capacity of advisor and resource person.

**Clause 6.** Shall monitor all loans administered by Senate and notify organizations of loan due dates.

**Clause 7.** Must notify all Senators, the President, and the Vice President, in writing or via e-mail, of the balance of each Student Association Fund four days prior to a Student Senate Hearing.

- **E. Student Advocate**

**Clause 1.** Shall serve on the Election Committee.

**Clause 2.** Shall be responsible for working with members of the Student Body with questions regarding college policy, representing members of the Student Body accused of violating college policy in all hearings, and notifying all members of the Student Body of their rights.

- **F. The Campus Entertainment Commission**

**Clause 1.** Shall assess campus entertainment needs, setting goals and establishing priorities for campus entertainment commissioners.

**Clause 2.** Shall be chaired by two students serving as commissioners. The commissioners shall be selected by the SA President and Vice-President in consultation with the Director of Student Programming, and the approval of the Student Senate. The commissioners shall preside over the Campus Entertainment Commission for a term of office starting from their appointment date through the upcoming academic year.

**Clause 3.** Commissioners shall appoint in the spring semester any commission members deemed necessary, who shall serve as chairpersons or members of any committees required for the fulfillment of the commission's agenda.

- **G. CECBAB** (Campus Entertainment Commission Budget Advisory Board)
  - Clause 1.** The CECBAB shall consist of nine members – the two Campus Entertainment Commissioners, two Senators (appointed by the Senate Chair), a representative from the executive branch, and two students-at-large, which shall be appointed by the executive branch of Student Association. The advisor of the Campus Entertainment Commission and the SBO treasurer shall serve as non-voting advisory members.
  - Clause 2.** The CECBAB shall select a chair from among its members at its first meeting. The chair shall serve until the end of the academic year.
  - Clause 3.** Motions of the CECBAB shall require a two-thirds majority of the total membership.
  - Clause 4.** The CECBAB shall review and approve an annual budget for CEC prior to presentation of the budget to Senate and meet after Senate approval if needed. The CECBAB shall meet to monitor the management of the budget at least once per month, and meet to audit the budget at the end of each academic year.
  
- **H. CMCBAB** (Campus Ministry Commission Budget Advisory Board)
  - Clause 1.** The CMCBAB shall consist of nine members. Four members will be appointed from the Student Senate by the Student Association President and the Senate Chair. The four Senate members shall represent each class. Three appointments will be made from the student body at large by the Campus Ministry Commissioners. The two Campus Ministry Commissioners shall also serve on the board.
  - Clause 2.** The CMCBAB shall be established by September 15th of the academic year by the Student Association President in collaboration with the Senate Chair and Campus Ministry Commissioners.
  - Clause 3.** The CMCBAB shall select a chair from among its members at its first meeting. The chair shall serve until the end of the academic year.
  - Clause 4.** Motions of the CMCBAB shall require a two-thirds majority of the total membership.

## **Section 2b. Structure (Legislative Branch)**

- **A. Membership**
  - Clause 1.** Total voting membership, at any time of the year, shall be defined as all senators presently in office.
  - Clause 2.** A quorum is required for all official business and shall be constituted when 3/5 or more of the total voting membership is present.
  - Clause 3.** Resignations must be submitted to the Senate Chairperson who will then take the proper steps to fill a vacancy as delineated by the bylaws.
  - Clause 4.** There shall be sixteen elected members four from each class.
  
- **B. Chairperson**
  - Clause 1.** Shall be elected from and by the twelve-member Student Senate in the spring.
  - Clause 2.** Shall appoint members to various committees
  - Clause 3.** Shall function as chief liaison between the Student Senate, the Council of Commissioners, and the student body.

- A. Shall be available in the SA offices and as an information source for student groups inquiring about the allocation of funds.
- B. Shall send an agenda for the Senate meeting hearing to the all Senate members, The Concordian, and other interested parties.

**Clause 4.** Shall function as a liaison between the Student Senate, the faculty and administration.

**Clause 5.** Shall have voting privileges and the privilege of voicing an opinion.

**Clause 6.** Shall remain informed of available funds.

**Clause 7.** Shall function as liaison between the Director of Student Leadership and Service, Student Affairs office, and Student Senate.

**Clause 8.** Shall be responsible for delivering all appropriate legislation to the President for consideration by the first academic day following Senate action.

**Clause 9.** Shall have the power to appoint ad-hoc committees, as he/she deems necessary.

**Clause 10.** Shall appoint two Senators to the Campus Entertainment Budget Advisory Board.

**Clause 11.** Shall be responsible for facilitating and reviewing all proposed legislation to ensure the legislation is congruent with the Student Senate Directives, there are no major errors, the organization's mission statement, contact Senator's name, organizational contacts, and the date of the Senate hearing are present on the document.

**Clause 12.** Shall serve as resource to the incoming Student Senate and provide at minimum, one training session to aid in the transition process in conjunction with the Director of Student Programming and the newly elected Senate Chair.

- **C. Vice Chairperson**

**Clause 1.** Shall be elected from and by the twelve-member Student Senate in the spring.

**Clause 2.** Shall assume the chair pro tempore in the absence of the Chairperson.

**Clause 3.** Shall act with the full power of the chairperson in the absence of the chairperson.

**Clause 4.** Shall assume the chair should the chairperson choose to step down and shall retain it for the remainder of the Senate meeting until adjournment.

- **D. Resignation**

**Clause 1.** All Senators who choose to resign from office shall inform the Senate Chair via letter or email of their decision.

- **E. Hearings**

**Clause 1.** Shall meet once per week hold weekly hearings, while college is in session, to conduct official business.

**Clause 2.** Shall be open to the public for regular or special session meetings hearings.

**Clause 3.** The rules contained in the current edition of Robert's Rules shall govern the senate in all cases to which they are applicable and in which they are not inconsistent with the Constitution, Bylaws, or any special rules of order that the Student Senate may adopt.

**Clause 4.** Legislation shall be passed by a simple majority of the full membership.

**Clause 5.** The Chairperson shall establish rules and regulations governing the procedural format of Senate meetings hearings.

**Clause 6.** Emergency sessions hearings shall be called by the research committee, upon approval by the chairperson, only where a clear and adverse impact to the interests of the student body and college warrant it.

**Clause 7.** Minutes shall be kept of all proceedings hearings and shall contain any resolutions passed, tabled, referred to committee or defeated; shall record the vote of each Senator present; shall note absences; and shall be made available in the Student Association office; and to The Concordian.

**Clause 8.** The Senate shall be divided into committees as deemed necessary by the Senate Chair and Vice Chair.

**Clause 9.** Must hold a quorum of 3/5 of the Total Membership at each Student Senate Hearing in order to act upon any legislation brought forth by a Senator or Senators.

- Legislation is defined as any Budget or Allocation requested by an Organization approved by and in good standing with the Director of Student Programming, and any other motion made by a Senator or Senators.
- Hearing is defined as a meeting of the Student Senate in which legislation will be enacted upon.

• **F. The Student Personnel Selection Committee**

**Clause 1.** Shall consist of two representatives from each class, for a total of eight voting members; the Student Senate Vice Chair shall be one of the representatives from his/her class.

**Clause 2.** The Student Association President and Student Senate Chair shall jointly appoint the seven remaining students at large.

**Clause 3.** The Student Senate Vice Chair shall chair the Student Personnel Selection Committee.

**Clause 4.** The Student Personnel Selection Committee is responsible for making the following appointments: Homecoming Chair, Orientation Chair, Family Weekend Chair, and the Sources of Service Director.

**Clause 5.** Administrative staff advisors shall be consulted before and after the interviewing process.

**Clause 6.** The appointments made by the Student Personnel Selection Committee are final.

• **~~G. Appropriations Power~~**

**Clause 1.** Shall have sole power to appropriate Student Activity Fee Funds.

**Clause 2.** Organizations receiving senate funding shall not spend funds without written authorization from the Senate.

**Clause 3.** Senate may require an immediate submission of all financial records of organizations receiving appropriations.

**Clause 4.** Shall have sole power to reallocate funds from prior appropriations in amounts exceeding \$50.00.

**Clause 5.** Shall reserve the right to take legal action in the Judicial Council against organizations that overspend or misuse Senate appropriations without receiving Senate approval. If found guilty by the Judicial Council, a fine for the amount overspent may be imposed.

**Clause 6.** Shall require all organizations receiving appropriations to return all remaining funds or profits to the Senate upon conclusion of the term of appropriations

**Clause 7.** Shall make known the conditions (of Clause 6) to all organizations requesting appropriations in written form and make the appropriations binding upon their acceptance by the organization

**Clause 8.** Shall be the only institution in SA capable of granting and arranging terms for a loan drawn upon Student Activity Fee Funds.

**Clause 9.** Shall, by October 1 of every school year, allocate and disburse a dollar amount to the Student Stipend Committee.

**Clause 10.** Senate shall only consider reimbursements for those who have personally paid for an organization's unexpected expense, provided a receipt is offered and the request is made no later than two weeks after the purchase.

**Clause 11.** Senate shall only consider funding items that are approved for purchase by the Senate Chair before an organization is able to come to Senate.

- **H. Loan Procedures**
  - Clause 1.** Shall have the option of giving a loan to organizations as the Senate sees necessary.
  - Clause 2.** Organizations will submit a loan request form as the request for the loan.
  - Clause 3.** Senate shall have the right to inquire about any beneficiaries of the loan and the proposed method of payment.
  - Clause 4.** Shall set a time line of payback for the loan when the allocation is made.
  - Clause 5.** In the case of default, a representative of the organization must appear before the Senate. At this time the Senate may impose any penalty which it deems fit.
  
- **I. Organizational Advisor Funding**
  - Clause 1.** For certain budgets, which include attendance of conferences such as NACA, COOL, and the ELCA Leadership Conference, funding for the attendance of a group's advisor will be provided through a joint expenditure by the Student Senate and the Student Affairs Office.
  - Clause 2.** To be eligible to obtain joint funding for attendance of the aforementioned conferences, prior approval must be granted by the Student Senate Chair and an appropriate representative of the Office of Student Affairs. In all other cases, prior approval must be given by the Student Senate Chair and the Dean of Students.
  - Clause 3.** In such cases, the organization's budget must include a separate line for the expenses which are anticipated by the advisor during the activity.
  - Clause 4.** The advisor's line must be itemized to indicate specific anticipated expenditures.
  - Clause 5.** One half of these expenses will be considered for funding.
  - Clause 6.** Allocated funds will be dispensed by the Student Business Office in the same manner as any other approved expenditures.

## **Section 2c. Structure (Judicial Branch)**

- **A. Cases**
  - Clause 1.** The Judicial Council shall rule only on matters of constitutional and/or bylaw interpretation
  - Clause 2.** All cases must be filed with the Chief justice.
  - Clause 3.** A case shall commence when a plaintiff files ten copies of a written brief with the Chief Justice stating the facts, the issues, and arguments in his/her behalf.
  - Clause 4.** Cases cannot be initiated by members of the Judicial Council.
  - Clause 5.** Cases shall be defined as any formal judicial hearing or question regarding the actions of the Student Association, its Officials, and the Student Association Constitution and Bylaws.
  
- **B. Hearings**
  - Clause 1.** Shall hold open Hearings of all cases within two weeks of their submission to the Chief Justice.
  - Clause 2.** Shall provide adequate notice of Hearings to all parties involved, all Student Association Officials, the Director of Student Programming, the Student Body, The Concordian, or other persons approved by the Chief Justice.
  
- **C. Chief Justice**
  - Clause 1.** Shall be responsible for scheduling meetings and hearings.
  - Clause 2.** Shall be responsible for informing concerned individuals in any judicial proceedings of the times and places of all meetings and hearings.

**Clause 3.** Shall be responsible for delegating to one of the five justices the duty of writing and submitting the majority opinion.

**Clause 4.** Shall inform the parties concerned of the decisions of the council within two academic days after such decisions are reached.

**Clause 5.** Shall be responsible for ordering and for signing into effect any action deemed necessary for purposes of restitution, subject to the approval of a majority of the justices in the decision.

**Clause 6.** Shall have the power and the responsibility to call into evidence all matters and personal testimony necessary for effecting a just decision on matters brought before the Judicial Council.

**Clause 7.** Along with the Associate Justices, Shall be responsible for the updating and grammatical changes of this Constitution deemed necessary by either an amendment passed by the Student Body or a change in the Student Rights and Responsibilities Document and/or Articles of Incorporation.

**Clause 8.** Shall be chosen by the outgoing Student Association President and approved by the outgoing Student Senate

- **D. The Associate Justices**

**Clause 1.** Shall be responsible for the punctual attendance of all official Judicial Council functions hearings unless excused for a proper reason by the Chief Justice.

**Clause 2.** Shall hold office from such time as he/she is duly appointed, approved and sworn in until such time as such events befall their immediate successors.

**Clause 3.** Shall, by a majority of the whole, be enabled to issue writs of injunction and writs of mandamus in all cases before them.

**Clause 4.** Shall not in any way or method, be required to or prohibited from voting in a decision, or from composing or submitting of an opinion for the official case record.

**Clause 5.** Shall be chosen by the outgoing Student Association President and approved by the outgoing Student Senate.

- **E. Pre-Trial Procedure**

**Clause 1.** To commence suit a plaintiff must file ten copies of a written brief with the Chief Justice stating the facts, the issues and arguments in her/his behalf.

**Clause 2.** The Chief Justice shall file one copy into the official case file, one with each Justice and the remainder with defendant, all of which are to be accomplished within 24 hours of the plaintiff's filing.

**Clause 3.** The defendant will not be held accountable for presenting a defense until the date and time of the hearing.

**Clause 4.** The Chief Justice shall, at the earliest opportunity, arrange a pre-trial hearing with the plaintiff and the defendant during which time the issues are to be decided, and any required instructions are given, and a trial date and time set.

**Clause 5.** In the event the plaintiff or defendant are unable to attend the original trial date, as a result of a reasonable cause, the Chief Justice shall arrange another date suitable to the plaintiff and the defendant. The second date shall not exceed five days from the original date.

**Clause 6.** In the event where the Executive Branch, a Commission or the Student Senate file a compliant against an organization or a student, the Office of the Student Advocate will represent the Plaintiff.

**Clause 7.** In the event where an organization or a student file a complaint against the Executive Branch, a Commission or the Student Senate, the office of the Student Advocate will represent the Defense.



- **F. In Trial Procedure**

**Clause 1.** The Chief Justice shall commence and preside over the trial proceedings. All five justices must be present for hearing a case. A substitute justice shall be appointed by the S.A. President and approved by the Senate if there exists a conflict of interest.

**Clause 2.** The absence of the plaintiff or defendant will be regarded as intentional and the trial shall be conducted, regardless of their absence.

**Clause 3.** The plaintiff and defendant shall have the opportunity to give an any desired introduction.

**Clause 4.** The defendant shall be entitled to an introduction of his/her desire.

**Clause 5.** The plaintiff shall thereafter commence his/her arguments followed by the defendant and his/her arguments. Each shall have the right to call into evidence such articles, or witnesses, on their behalf until such time as they are satisfied with their case.

**Clause 6.** Each party shall have the right to cross examine the opposing arguments, evidence, articles, or witnesses with the Judicial Council responsible for the maintenance of relevancy to the issue joined.

**Clause 7.** The plaintiff and defendant shall have the opportunity to present a closing statement.

**Clause 8.** The defendant shall have the opportunity to present a closing statement.

**Clause 9.** The Chief Justice shall adjourn the court; where after, provisions shall be made for the post trial deliberations.

**Clause 10.** The Chief Justice shall be responsible for maintaining order, for accepting physical evidence or exhibits, and for guiding the general course of the proceedings requiring all stages to be reasonably relevant in their content of the proceedings.

**Clause 11.** Judicial Council shall have the right to terminate a trial and enter a judgment against either party that repeatedly fails to adhere to a Council request to maintain relevancy to the issues joined in the case.

**Clause 12.** The Associate Justices may also inquire at any time about any matter relevant to the case at hand.

**Clause 13.** The plaintiff and/or defendant may retain the services of any representative to represent them.

**Clause 14.** All witnesses and depositions shall be sworn in, with willfully false statements subject to prosecution for perjury.

- **G. Post Trial Proceedings**

**Clause 1.** The Chief Justice shall call to order the Judicial Council deliberations.

**Clause 2.** The deliberations and debate shall be conducted in an orderly fashion.

**Clause 3.** The final verdict of each Justice participating shall be submitted in writing to the Chief Justice and signed by the submitting justice within 24 hours of the adjourning of post trial proceedings. Any vote not received within 24 hours will be considered an abstention.

**Clause 4.** A justice may abstain from voting.

**Clause 5.** A binding decision shall be reached by a simple majority of justices voting and not abstaining.

**Clause 6.** The Chief Justice shall not adjourn until a simple majority of justices voting and not abstaining is achieved.

**Clause 7.** The Chief Justice shall immediately inform the plaintiff and the defendant of the decision upon the receipt of the last vote.

**Clause 8.** Dissenting justices may exercise their right of submitting a minority opinion for the record.

**Clause 9.** All opinions (majority and/or dissenting) of the Judicial Council must be filed with the determination of the verdict and must be signed by the submitting Justice or Justices.

**Clause 10.** The Chief Justice shall include in the case record all relevant materials to the case and make them publicly available.

- **H. Appeals Process**

**Clause 1.** Appeals of decisions of the Executive and Legislative Branches of the Concordia College Student Association must be filed with the Chief Justice by the party directly involved within seven days of that decision.

**Clause 2.** The Judicial Council shall make its decision within fourteen days of a hearing.

**Clause 3.** Failure to reach a decision within the fourteen-day time period constitutes the upholding of the appealed decision.

**Clause 4.** Decisions regarding Impeachment and/or Removal from office require a 4/5 majority of the Total Membership.

**Clause 5.** Decisions regarding any other matter require a majority of the Voting Membership.

**Clause 6.** All Decisions of the Judicial Council are final and binding.

### **Section 3. Removal of Student Association Officials**

**Clause 1.** Cases involved with GPA review shall be referred to the Director of Student Programming. The Director shall be responsible for reviewing the GPA's of Student Association Officials within the first week of each new semester to determine eligibility for office.

**Clause 2.** This review shall be done in closed chambers and all proceedings not pertinent to the removal of Student Association Officials shall be kept confidential.

## **Article IV. The Election of Student Association Officials**

### **Section 1. The Election Committee**

**Clause 1.** The election marshals shall appoint the members of the election committee and serve as its chair.

**Clause 2.** The election marshals shall, in consultation with the Office of the Student Advocate and the Vice President, interpret and enforce the election rules and regulations.

**Clause 3.** All election marshal decisions regarding elections rules and regulations are final and binding, subject to the filing of a written appeal with the Judicial Council within one week following the decision, upon publication in *The Concordian*, and/or posting of the decision on the S.A. bulletin boards and other pertinent places.

**Clause 4.** The election marshals shall announce primary and general elections dates at least one month prior to the election, with the exception of the September election.

**Clause 5.** The elections marshals shall be responsible for setting petition due dates.

**Clause 6.** Shall not have the power to alter petition due dates or election dates once they have been publicly announced, unless they obtain 4/5 approval of the Judicial Council.

**Clause 7.** Shall publicize Interest Forums, Petition due dates, and Primary and General Election dates via The Concordian, and other means deemed necessary by the Marshall one month prior to the Election.

**Clause 8.** Shall not alter petition due dates and times or election dates and hours of voting once they have been announced without prior approval of the Judicial Council.

**Clause 9.** Must notify all Candidates and Prospective Candidates, Student Association Officials, the Student Body, The Concordian, and the Director of Student Programming of any alterations regarding petition due dates and times or election dates and hours of voting.

### **Section 2. Election Procedures**

**Clause 1.** During Petitioning the Marshall shall set and hold daily office hours during which petitions may be presented and approved.

**Clause 1.** At the Interest Forum, the Marshall must explain election procedures and provide potential candidates with a current copy of the election rules. Those candidates who have not attended an Interest Forum are responsible for obtaining the election rules.

**Clause 2.** All approved petitions will be secured and Candidates will remain anonymous until the close of the petitioning period.

**Clause 3.** All approved petitions shall be deposited in a locked receptacle, which shall not be opened until after the close of the petitioning period and only by the election marshal or a duly appointed proxy.

**Clause 4.** The Student Advocate and a Student At-Large appointed by the Vice President shall be present during the counting of the ballots as Official Observers.

**Clause 5.** Ballots shall be counted by members of the Election Committee in a secured location until all ballots have been counted and the results certified by the Marshall.

**Clause 6.** No Candidate or Campaign Official shall be admitted access to the secured location under any circumstances whatsoever.

**Clause 7.** Following the certification of election results the Marshall, via telephone or some other medium, must notify all Candidates, Student Association Officials, the Student Body, The Concordian, and the Director of Student Programming of the results.

**Clause 8.** Any Candidate in the election may file a request for a recount with the Marshall within 48 hours of the certification of election results.

**Clause 9.** All parties involved in a recount must be notified in writing.

**Clause 10.** The recount must take place within 24 hours of the request.

**Clause 11.** In the event of a tie, within 24 hours of the certification of the results the Marshall must set a date for a run off election between the tied Candidates.

**Clause 12.** The run off election will occur no later than seven days after the original election.

**Clause 13.** The candidates shall be listed in complete, rotating order on the ballot.

### **Section 3. Petitions**

**Clause 1.** Prospective Candidates shall be provided Petitions at the Interest Forum by the Elections Marshall.

**Clause 2.** Any prospective Candidate not at the Interest Forum is responsible for obtaining Petitions from the Elections Marshall.

**Clause 3.** Petitions for Special Student Senate Elections are due at 5pm no more than 28 days following the announcement of a permanent absence, incapacitation, or resignation of a Senator.

**Clause 4.** Petitions are due at 5:00 P.M. 21 days prior to the General Election.

### **Section 4. Campaigning**

**Clause 1.** Candidates for the Offices of President and Vice President shall be limited to \$400 for Formal Campaign Expenses.

**Clause 2.** Candidates for the Offices of Senator shall be limited to \$100 for Formal Campaign Expenses.

**Clause 3.** All Candidates must be able to provide records of expenses to the Marshall at their request.

**Clause 4.** Campaigning shall commence at the close of the Petitioning Period.

**Clause 5.** No Campaigning shall take place during the Petitioning Period and is subject to automatic disqualification of the Candidate.

**Clause 6.** Campaign Materials are subject to the following:

- A. Posters may be placed on interior surfaces made of brick or glass (with the exception of glass doors, which cannot be blocked at the eye level of an average person), and general informational bulletin boards.

- B. Posters are forbidden on painted surfaces, subject to regulations for individual buildings.
- C. Posters cannot be placed on Educational Bulletin Boards.
- D. In Olin, materials must be placed near water fountains, and absolutely not on any form of artwork.
- E. Posters may not be placed on exterior surfaces.
- F. Posters shall not cover or block previously placed posters.
- G. On Election Day Candidates' posters may only be in an individual's room or on an individual's door.

**Clause 7.** All Campaign Materials must be taken down by 12:00 am of the General Election Day.

**Clause 8.** All Candidates defeated in a Primary Election must have all Campaign Materials taken down by 5:00 pm the following day.

**Clause 9.** Campaigning on Election Day is prohibited with the exception of articles displayed on personal effects, unless otherwise stipulated by the Marshall.

## **Section 5. Elections**

**Clause 1.** A Primary Election must take place seven days prior to the General Election.

**Clause 2.** A Special Senate Election shall take place seven days following the close of the Special Senate Election Petitioning Period.

**Clause 3.** Polls shall open on the day of each election at 8:00am and close at 6:00pm.

**Clause 5.** Only current members of the Concordia College Student Body are eligible to and may cast only one ballot.

**Clause 4.** Each ballot shall only include voting instructions, title of position to be filled, eligible Candidates, space for voter I.D., space for write-in Candidates, and descriptions of Constitutional amendments.

**Clause 5.** Absentee Ballots may be obtained from the Marshall by request of the student unable to vote on Election Day.

**Clause 6.** Electronic Voting for students studying abroad can be arranged by the individual with the Marshall.

## **Section 6. Campaign and Election Rules Violations and Punishment**

**Clause 1.** Violation of Campaign and/or Election Rules may be punished by the automatic disqualification of the parties involved as deemed by the Marshall and the Election Committee.

**Clause 2.** Violation of Campaign and/or Election Rules may be punishable by Monetary Fines not to exceed \$20 per infraction.

**Clause 3.** Multiple Voting shall result in the automatic disqualification of the individual's ballots.

**Clause 4.** Multiple Voting shall be punishable by a fine not to exceed \$20 per infraction.

**Clause 5.** Any Monetary Fines collected from infractions shall be immediately deposited in the Student Association Reserve Fund.

**Clause 6.** Any findings of Campaign and/or Election Violations, Punishments, or Fines may be appealed to the Judicial Council.

## **Section 7. President and Vice President**

**Clause 1.** The President and Vice President shall be elected in February.

**Clause 2.** The primary election will reduce the number of candidates to two for the said office; except for write-in candidates.

**Clause 3.** In the primary election no more that two votes shall be cast for each office being filled, or the ballot will not be counted.

**Clause 4.** A forum or some other public gathering will be held within the week before the primary election to present the candidates to the student body.

**Clause 5.** All candidates will be notified within twelve hours, in writing, of any date changes that may occur within the petitioning period and in the time before the elections.

**Clause 6.** Presidential/Vice Presidential primary elections shall be held two weeks after petitions are due, and the general election shall be held three weeks after petitions are due.

**Clause 7.** In the general election, no more than one vote shall be cast for this office.

**Clause 8.** President and Vice President shall be elected on a Monday, Tuesday, Wednesday, or Thursday in February, and will be President- and Vice President- elect until the 1st Tuesday in April.

**Clause 9.** Candidates must hand in all receipts by the day before the primary and general elections. If not, their names will not be listed on the ballot.

### **Section 8. Student Senate**

~~**Clause 1.** The Senior, Junior and Sophomore Senators shall be elected on the same day as President/Vice President, and the New Student Senators will be elected in September, if possible.~~

~~**Clause 2.** A forum or other public gathering will be held within one week before the general election to present the candidates to the student body.~~

~~**Clause 3.** The general election shall be held three weeks after the close of the Presidential/Vice Presidential petitioning period and two weeks after the close of the New Student petitioning period.~~

~~**Clause 4.** All candidates will be notified within twelve hours, in writing, of any date changes that may occur within the petitioning period and time before the elections.~~

~~**Clause 5.** In the general election, no more than four votes shall be cast for each office filed.~~

~~**Clause 6.** In the event of a vacancy occurring in the Student Senate more than one month prior to a general election, a special election shall be set by the election marshals to occur one week after the close of a petitioning period. In the event that the vacancy occurs less than one month prior to the scheduled election, that seat shall be filled by presidential appointment, subject to the approval of Student Senate. The Student Senate may, by two-thirds margin, vote to suspend the special election and call for the position to be filled according to the appointment procedure when circumstances deem necessary. In case of appointment, the elections marshal shall be directed to publish in The Concordian an application period not to exceed one week for students eligible to fill the vacancy. The President shall then conduct interviews with the prospective applicants and make his/her decision within one week following the close of the application period.~~

~~**Clause 7.** A primary election will be held if more than 12 students hand in petitions, in order to cut the number down to 6 candidates. In the primary, no more than 6 candidates will be able to receive votes on any one ballot.~~

## **Article V. Activity Fee Policy**

### **Section 1. Student Association Reserve Fund**

**Clause 1.** All unspent allocated SAF and ERF funds shall be transferred to the SARF only after the cash journals for that year have been closed.

**Clause 2.** In order for funds to be removed from the SARF, the President must present a proposal which must be approved by Student Senate.

**Clause 3.** In the event that a bill is received from the previous fiscal year after the cash journals have been closed, the Student Business Office (SBO) Treasurer has the authority to remove funds from the SARF to pay the bill.

## **Section 2. Admission Requirements**

**Clause 1.** No form of admission fee shall be required of students attending an event or film sponsored in part or in whole through activity fee funding, with the exception of the Spring Festival (Cornstock) in which a reasonable admission fee deemed appropriate by a majority of both the Council of Commissioners and the Student Senate may be implemented.

**Clause 2.** Senate loans shall not constitute activity fee funding. Therefore, an event which only receives loans as sponsorship from Senate may require an admission charge.

## **Section 3. Senate Loans and Charitable Donations**

**Clause 1.** Senate may make loans to any registered organization with the understanding that the full amount will be repaid to the Senate regardless of the specific event's success.

**Clause 2.** If the organization is unable to repay the full amount of the loan, remaining funds of the organization controlled by Concordia College will be seized to cover the loan.

**Clause 3.** The use of activity fee funds for the purpose of making a direct donation to a charitable organization is prohibited.

## **Section 4. The Student Stipend Committee (The S.S.C)**

**Clause 1.** The S.S.C. will not take part in setting the stipend levels for the positions within and The Concordian and The Cobber yearbook.

**Clause 2.** During the Student Affairs Committee's debate on stipend levels, the members of the S.S.C. will serve as nonvoting members.

**Clause 3.** The Student Affairs Committee shall submit a stipend proposal to the senate for ratification.

**Clause 4.** A majority vote is required for ratification of the Student Affairs Committee's proposal.

**Clause 5.** The Student Affairs Committee's ratified budget shall be binding for the following academic year and distributed in equal proportions once each semester during the following academic year.

**Clause 6.** Lacking ratification, the proposal shall be referred back to the Student Affairs Committee for further consideration.

**Clause 7.** Lacking ratification, after each proposal, the Student Affairs Committee shall return to Senate with a revised proposal within two Senate meetings.

**Clause 8.** The stipend levels set by the Student Affairs Committee will be for the positions to be filled during the general spring election of the current academic year.

**Clause 9.** Appointments of senators to the S.S.C. are made no later than the second senate meeting after fall elections.

**Clause 10.** The Student Affairs Committee shall submit a budget to Senate for ratification no later than the second senate meeting in November.

**Clause 11.** The Student Affairs Committee's proposal shall be ratified no later than the second senate meeting in January.

**Clause 12.** If a position eligible for a stipend is deleted or created after the ratification of the Student Affairs Committee's proposal, the organizational head can present a proposal for an additional stipend to the Student Affairs Committee within two weeks following the spring SA election.

**Clause 13.** The Senate Chair will notify organizations two weeks prior to the additional stipend deadline.

**Clause 14.** An additional proposal presented by the Student Affairs Committee to the senate must be ratified by the second senate meeting in March.

## **Article VI. Bylaws**

## **Article VII. Constitutional Review Board**

## **Article VIII. Amendments to the Constitution**

### **Section 1. Initiative**

**Clause 1.** Any student proposing legislation must contact their Senator or submit a petition to the President signed by no less than ten percent of the members of the Student Body.

**Clause 2.** An initiated measure must be published in The Concordian at least once before the Student Body votes upon it.

**Clause 3.** A Special Election must be held within twenty days after an Initiative has been approved by the Student Senate or a petition has been presented to the President.

**Clause 4.** The Initiative must receive a two-thirds majority of all ballots cast in the special election to become binding.

### **Section 2. Referendum**

**Clause 1.** The Student Body may call for a referendum against any measure passed by the Council, the Senate, or a subcommittee thereof by presenting a petition to the President, which is signed by no less than ten percent of the members of the Student Body.

**Clause 2.** A referred measure must be published at least once in The Concordian prior to the vote of the members of the Student Body.

**Clause 3.** Such a referendum must be submitted to a vote of the members of the Student Body within twenty days after a petition has been presented to the President.

**Clause 4.** The measure must be approved by a two-thirds majority of the votes in the Special Election to become binding.

## **Article IX. Ratification of the Constitution**