

Bylaws
*of the Student Government of the University of
Alaska Southeast Juneau Campus*



SGUAS-JC

Effective March 29, 2024

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BYLAWS OF SGUAS-JC

ARTICLE I - OATH OF OFFICE

Clause One: All student government officials will affirm the oath of office before assuming the duties of office.

Sub-Clause One: The seat of any student government official who has been elected but not yet sworn-in under Article I Clause I of the SGUAS-JC bylaws may be considered vacant if the individual in question does not contact the senate or administrative assistant within two weeks of their election. This may be appealed or excused at the discretion of the SGUAS-JC.

Clause Two: Student government officials elected in the Spring General Election will be sworn in at the best available time on or after July 1. Student government officials elected in the Fall General Election or in Special Elections will be sworn in at the first Student Senate meeting following the election.

Clause Three: The Oath of Office will be administered by a SGUAS-JC official advisor, the UAS Dean of Students, or a designee of either.

Clause Four: The Oath of Office will be as follows:

“As (title) of the Student Government of the University of Alaska Southeast-Juneau Campus, I, (name) affirm that I will fulfill to the best of my ability all the duties assigned to me under the SGUAS-JC Constitution and Bylaws, and will perform said duties in a responsible and ethical manner doing my best to comply with all University, city, state, and federal laws so that all members of the UAS Juneau Campus Student Body are fairly represented.”

ARTICLE II - VERIFYING OF QUALIFICATIONS

Clause One: At the beginning of each semester, Department Staff will verify that all Student Senators are in compliance with the SGUAS-JC Constitution, particularly Article V, and the Bylaws. Any member not in compliance with Article V or any member placed on academic probation will choose to either forfeit their seat or appeal the Student Senate for continued service.

ARTICLE III - COMMITTEES

Section One - COMMITTEE GUIDELINES AND STUDENT GRIEVANCES

Clause One: Each semester, excluding summer, Student Senate members will inform the President of the standing committees upon which they wish to serve for the semester.

Clause Two: The President will appoint, with majority approval of the Student Senate, SGUAS-JC members to serve on Student Senate standing committees.

Clause Three: All committees will elect their own committee chairs.

Clause Four: Each Standing Committee will have at least two Student Senators, not counting the President, as members.

Clause Five: Each committee will set at least one monthly meeting that will be open to the student body.

Clause Six: Each Committee will perform all duties prescribed in the SGUAS-JC Constitution and Bylaws, and any other duties mandated by the Student Senate.

Clause Seven: All Committees will be responsible for hearing legislation referred to them per Article XV, Section Two of these Bylaws.

Clause Eight: In the case of a student grievance, the aggrieved student may request an executive session of the full Student Senate to present the grievance. The Senate may then decide by majority vote, without the aggrieved student present, whether to draft and file a letter of complaint with the Chancellor's office.

Section Two - STANDING COMMITTEES

Clause One: SGUAS-JC will maintain the following Standing Committees:

Sub-Section One - RULES AND FINANCE COMMITTEE

Clause One: With support from all Student Senate members, the Rules and Finance Committee will administer up to eight (8) four hundred dollar (\$400) travel disbursements to provide funding for educational opportunities to students with limited financial resources.

Sub-Clause One: The Student Senate may vote to award a travel grant greater than four hundred dollars (\$400) at the expense of future travel grants, unless the use of discretionary funds is specified.

Sub-Clause Two: Students will formally share their travel experience upon their return by writing an article for the Whalesong, making a formal presentation, or another negotiable service.

Sub-Clause Three: Students must prove that the activity/event they travel to reflects the educational purpose of the relevant department.

Sub-Clause Four: Students will provide the committee with a letter of intent including all dates, approximate expenses, and lodging per diem.

Clause Two: Organize and facilitate any fundraising event approved by the Student Senate.

Sub-Section Two - LEGISLATIVE AFFAIRS COMMITTEE

Clause One: The Legislative Affairs Committee shall keep abreast of current legislative actions relevant to UAS and the UAS-JC Student Body and report such information to the Student Senate.

Clause Two: Lobby the Alaska State Legislature, the UA Board of Regents, and the Alaska Commission on Postsecondary Education on actions which concern UAS and the UAS-JC Student Body as the Committee sees fit.

Clause Three: Coordinate with the Coalition of Student Leaders regarding the Annual University of Alaska Student Legislative Affairs Conference to be held in the Spring Semester of each year.

Clause Four: Be co-chaired by the President and Vice President of the SGUAS-JC.

Section Three - AD HOC COMMITTEES

Clause One: Ad Hoc Committees will be defined as those committees which will only exist upon the choosing of the Student Senate. Empaneling them is always an option for SGUAS-JC but not required.

Clause Two: To be considered a full standing committee during a term, Student Senate members must vote by simple majority for the activation or reactivation of the ad hoc committee in question.

Clause Three: Any ad hoc committee not reactivated at the start of the next school year will cease to be a recognized committee.

Clause Four: Ad Hoc Committee duties and membership will be formally decided upon activation or reactivation and approved by a majority of the Student Senate. The Student Senate may add members to Ad Hoc Committees at any point after activation or reactivation.

Clause Five: An Ad Hoc Committee Chair will be elected by a majority vote of the members of each active Committee. Ad Hoc Committee Chairs have all the rights and responsibilities of a Standing Committee Chair in meetings of and matters relating to the Ad Hoc Committee they chair.

Clause Six: A list of potential Ad Hoc Committees includes but is not limited to the Activities, Public Relations, Financial Aid, Safety, and Dining Services committees.

ARTICLE IV - MEETING ATTENDANCE

Clause One: All members of the Student Senate are required to attend all regular and special meetings of the Student Senate. Attendance will be taken at meetings.

Clause Two: Per semester, from regular plus special meetings, each member will be allowed no more than four (4) absences of which no more than one (1) may be an unexcused absence. If a member fails to keep the attendance requirement, the member in question must submit an appeal in writing to the Rules and Finance Committee. Following a recommendation from the Rules and Finance Committee and the current Student Government Advisor, the Student Senate will vote to determine continuing membership in student government.

Clause Three: An unexcused absence is herein defined to mean that a member does not attend a regular or special meeting and prior to meeting time fails to notify personally or through Departmental Staff the President with a reason.

Clause Four: Unexcused absences will be reflected in the meeting's minutes.

Clause Five: A vacancy will automatically occur in the Student Senate when a Student Senator either exceeds the number of excused or unexcused absences allowed, pending any appeal.

Clause Six: The validity of an excuse will be determined by the Rules Committee which will notify the Student Senate of their decision.

Clause Seven: An absence does not occur while performing a Student Senator's official duties.

Clause Eight: Committee chairs have the authority to remove committee members who fail to attend three regularly scheduled meetings.

ARTICLE V - MEETING AGENDAS

Clause One: The President, with assistance from Department Staff, will prepare and set the agenda. The agenda for each Student Senate meeting is subject to majority approval of the Student Senate at the appropriate point of each meeting.

Clause Two: The Order of Business will be determined by the President.

ARTICLE VI - CLUBS

Clause One: UAS-JC students may create campus and student clubs.

Clause Two: Only clubs that are registered as official UAS campus or student clubs may use University facilities at no charge, and petition SGUAS-JC for club funding.

Sub-Clause One: Student members of registered clubs and student members of clubs in the process of becoming registered may recruit new members and post club

info on university bulletin boards and tables.

Clause Three: Clubs shall be officially recognized by the UAS Student Activities Office.

Clause Four: SGUAS-JC shall provide a club fund to be managed by the UAS Student Activities Office. The allotment to all clubs as a collective shall be 4% of the projected governance fee revenue, per semester. Clubs will have access to a part of the allocation once their annual registration process is complete. The maximum allocation to each club shall be \$300 per semester. The allocation shall be calculated by student membership percentage on a semesterly basis, in order to promote student engagement. These funds are not annually renewable. Unused funds will be returned to the SGUAS-JC at the end of the academic year.

Clause Five: Requests for additional funding by clubs must be submitted to SGUAS-JC members to be proposed as bills.

Clause Six: Clubs must work with Student Activities to use their funds.

Clause Seven: All deposits from clubs must be submitted to the Student Activities office.

Clause Eight: All club reusable equipment shall be managed by Student Activities.

Sub-Clause One: Student Activities reserves the right to discard old or unused equipment.

Clause Nine: Recognition as a registered, official club shall be considered at the discretion of Student Activities, in accordance with the Board of Regents policies.

Clause Ten: Budgetary concerns noted by Student Activities shall be investigated by the Rules & Finance committee.

Clause Eleven: Other issues regarding clubs shall be noted by Student Activities and referred to the proper channels for disciplinary action.

Clause Twelve: Active, verified clubs that are in good standing as of the effective date of this amendment shall be grandfathered into this new system for the remainder of AY19, after which they will be required to comply with all Bylaws in Article VI.

ARTICLE VII - ELECTIONS

Clause One: The Elections Committee will be responsible for establishing and publicizing the dates, times, and polling places for elections at least two weeks before the election.

Clause Two: The Chair of the Elections Committee and Department Staff will present to each candidate all pertinent information necessary to run for office including the SGUAS-JC Constitution and Bylaws, Bulletin Board policy, calendar of election events, Department Staff and Chair of the Elections Committee contact information, and all other documents pertaining to elections.

Clause Three: Candidates will file with the Department Staff a Petition of Nomination bearing their name, signature, contact numbers, student identification number, and the name, signature and student identification number of twenty-five (25) UAS-JC Student Body members. Candidates will also file with the Department Staff a letter of recommendation.

Clause Four: Upon receipt of a candidate's Petition of Nomination, the Elections Committee will request the Department Staff to verify that the candidate's petition supporters are all members of the UAS-JC Student Body and that the candidate is a currently enrolled student and meets all requirements for holding office pursuant to Article V of the SGUAS-JC Constitution. All student records will remain confidential and are subject to review by Department Staff only. If a candidate does not meet the qualification to run for an elected position their name can not be placed on the ballot.

Clause Five: All candidates to be officially on the ballot must attend a mandatory candidates' meeting to be held by the Elections Committee.

Sub-Clause One: In the event that a class prohibits you from attending the mandatory candidates meeting, a separate meeting with the Elections Committee Chair or Department Staff will be conducted prior to the mandatory meeting.

Sub-Clause Two: In the event that a candidate does not make the mandatory meeting or a prearranged meeting, the candidate may only run as a write-in candidate in the election.

Six: Each candidate will be responsible for their entire campaign, including carefully and completely instructing their supporters involved with the campaign to see that all regulations are complied with, and will immediately remedy any violations of which they become aware.

Clause Seven: Campaign materials are to be posted in accordance with University

regulations and must remain outside of regular classrooms.

Clause Eight: There will be no campaigning within 30 feet of any voting areas, Computer Labs, or the Student Government office.

Clause Nine: Any candidate for election to Student Government is prohibited from allowing others to vote on the candidate's personal cell phone, laptop, or other computer capable of acting as a temporary polling station.

Clause Ten: University logos, seals, watermarks, letterhead or any other University mastheads or sponsors shall be prohibited from use in campaigning for Student Government positions.

Clause Eleven: No student government funds, facilities, materials, staff, or equipment may be used for campaign purposes.

Clause Twelve: All elections will use secret ballots which include a write-in space for each position being elected.

Sub-Clause One: To be elected as a write-in candidate, a minimum of twenty-five (25) votes is required.

Sub-Clause Two: On closing of the polls those candidates that have a minimum of twenty-five (25) write-in votes will be checked to be sure that they meet the qualifications for holding an elected position. If the candidate does not meet the qualifications, the Department Staff will draft a letter of explanation and deliver it to the candidate.

Clause Thirteen: Polls for elections will be open on three consecutive days and located online at the Student Government web site. Students will use their student username to log on to the voting polls.

Clause Fourteen: No candidate may be a poll-sitter.

Clause Fifteen: Candidates are responsible for removing, picking up, and properly disposing of any leaflets, fliers, or other campaign material distributed on their behalf before 12:00 p.m. the day following the final closing of the polls.

Clause Sixteen: The Elections Committee and USUAS-JC Advisors will oversee the ballot counting process. If the advisors are unable to fulfill the election duties the Director of Campus Life will appoint a temporary replacement.

Clause Seventeen: Election results will be tallied by Department Staff and certified by the Elections Committee upon the closing of polls and the vote count will be posted by noon on the day following the closing of the polls.

Sub-Clause One: Appeals to the election results may be submitted to the

Elections Committee through Department Staff no later than one business day following the certification of the results.

Sub-Clause Two: The results will be posted at the Student Government Office, as well as on the Student Government website.

Clause Eighteen: A candidate will win with a plurality of the ballots cast, and in the event of a tie vote where the tie determines the holder of the seat in any election, the Elections Committee will conduct a runoff election to choose a winner by a majority vote within five working days of the first election.

Clause Nineteen: Elections will be held consecutively on a Monday, Tuesday, and Wednesday from midnight to midnight.

Sub-Clause One: Runoff elections will be held on a single weekday from midnight to midnight.

Clause Twenty: Complaints will be handled in the following manner:

Sub-Clause One: All written complaints must be turned into the Elections Committee Chair and received no later than one business day after certification of the election results.

Sub-Clause Two: All complainants will be informed of complaint(s) against them within 24 hours of receiving by Department Staff.

Sub-Clause Three: The Student Government Advisor and the Elections Committee Chair together will inform the accused of the complaint, either by teleconference or in person. The name(s) of the person(s) submitting the complaint will remain confidential.

Sub-Clause Four: Rebuttals need to be submitted in writing to the Elections Committee Chair within 72 hours of being informed of the complaint.

Sub-Clause Five: An investigation of the complaint(s) will be concluded within 7 calendar days of the receipt of the complaint. The final Election Report and certification will be present to Student Government in a formal Student Government meeting no later than the next Student Government meeting.

Sub-Clause Six: Decisions of the Elections Committee will be considered final and there can be no appeal.

Clause Twenty-One: If the Vice President chooses to run for an elected position, they must submit their Election Packet one week before the Mandatory Meeting. In the event that the Vice President decides to run for an elected position the President will appoint a member of the Student Senate not currently running for office to be Chair of the Elections Committee.

ARTICLE VIII - DISCRETIONARY FUNDS

Clause One: All Student Senate positions are paid student employee positions at UAS, compensated at an hourly Level 2 student employee rate. The Step amount will match the existing approved UAS-wide starting salary Step, which may change annually. The President may be compensated for no more than 15 office hours per week. The Vice President may be compensated for no more than 10 office hours per week. Senators may be compensated for no more than 5 hours per week. All Student Senate positions may be compensated in addition to office hours while attending Legislative Affairs and other events with the approval of two of the President, Administrative Assistant, or Advisor(s).

Clause Two: Members of the Student Senate eligible for paid positions or special payroll are not precluded from refusing to accept such payment if they so choose.

Clause Three: Each semester (Fall and Spring), a discretionary fund of up to \$375 will be available to Department Staff for the purchase, with Presidential approval, of necessary office supplies.

ARTICLE IX - ETHICS

Clause One: The SGUAS-JC officially adopts the University of Alaska Code of Conduct as our ethical standard. The student government by a majority vote may add to the Bylaws any ethical issue that is not dealt with in the University of Alaska Code of Conduct.

Clause Two: Unethical practices will be defined by a majority vote of the Student Senate. If a practice of any member has been voted to be unethical, the Student Senate may, by a majority vote, censure and/or reprimand the official in question.

Clause Three: Unethical behavior may be grounds for impeachment.

Clause Four: No member of the Student Senate will vote on any business where a conflict of interest exists or may arise, as determined by the Rules and Finance Committee.

Clause Five: A conflict of interest includes instances when a Student Senator works for a department, campus organization, or is officially associated with a club that will benefit directly by the successful passage of a piece of legislation.

Clause Six: Should the Rules and Finance Committee determine that a conflict of interest has arisen after a vote, the vote in question may be considered null and void and the legislation will be voted on again in accordance with the preceding clauses of Article IX of the Bylaws.

ARTICLE X - PROXIES

Clause One: A proxy must be written and signed by the member in whose name the proxy is submitted.

Clause Two: All proxies must be submitted to the Chair of the meeting personally or through the department staff.

Clause Three: If an item of business is amended from the floor, any proxies pertaining thereto will be considered invalid as written and the proxy in question will be deemed withdrawn unless the member authorizing the proxy specifies otherwise.

ARTICLE XI - SCHOLARSHIPS

Clause One: Applicants for scholarships must be members of the UAS-JC Student Body admitted into a degree or certificate program at the University of Alaska Southeast Juneau Campus and enrolled in the number of on-going credit hours required by the USUAS-JC Constitution, Article XIV.

Clause Two: Applicants for scholarships must have and maintain a cumulative Grade Point Average (GPA) of at least 2.5 if an undergraduate and of at least 3.0 if a graduate.

ARTICLE XII - OFFICE AND PROPERTY

Clause One: All elected and appointed SGUAS-JC members will be allowed reasonable access to SGUAS-JC office computers and other equipment for personal use. Use of such property for official SGUAS-JC business has priority.

Clause Two: Unless otherwise provided for by the Student Senate, all equipment and non-perishable goods purchased with SGUAS-JC funds by any organization, department, or individual will be the property of SGUAS-JC.

ARTICLE XIII - RESIGNATIONS

Clause One: Resignations from the Student Senate will be presented to the President or the Chair of the Rules and Finance Committee. In the event that a written resignation is not received, the Rules and Finance Committee may determine that a vacancy exists and will notify Senate members accordingly.

ARTICLE XIV - SUMMER RULES

Clause One: During the last meeting of the Spring semester, the Student Senate will appoint, with majority approval of the Senate, an executive committee to act on behalf of the Senate during the summer semester.

Clause Two: Said executive committee members shall meet at least once during the summer semester.

ARTICLE XV - LEGISLATION

Section One - DEFINITIONS

Clause One: All legislation considered by the Student Senate will be typed, denote a sponsor, a title and number, statement of purpose, and a fiscal note, even if the fiscal note is zero.

Clause Two: Legislation is limited to bills, resolutions, memoriams, and honorariums.

Clause Three: A bill is the formal, written draft of a proposed legislative act or an amendment to a previously adopted legislative act. Bills are financial allocations such as the approval of the annual budget.

Clause Four: A resolution is a formal, written expression reflecting the opinion of the Student Senate. All Student Senate resolutions shall name the individual, organization, or body intended to receive it.

Clause Six: A memoriam or honorarium is a formal, written expression of the Student Senate commemorating any person, organization, idea or action and has no legal effect.

Section Two - PROCESS

Clause One: All legislation must be added to the agenda before it can be read, at the discretion of the President. Once legislation appears on the agenda, it is considered introduced.

Clause Two: No changes can be made to introduced legislation outside of the amendment process in meetings of the full Student Senate or in committees of referral.

Clause Three: All legislation will undergo a First Reading at the first meeting after its introduction.

Clause Four: During First Reading, legislation can be amended. Following its First Reading, the President may refer legislation to at least one relevant Standing or Ad Hoc Committee.

Clause Five: Legislation referred to a committee will be considered by the committee of referral in a public meeting of that committee. Sponsors of the legislation, any invited testifiers, and members of the public can testify to the committee of referral on any legislation referred to that committee. Time limits on testimony may be imposed at the discretion of the Chair of the committee of referral.

Clause Six: Committees may amend legislation referred to them by majority vote of the committee membership. Committees of referral will vote whether or not to pass legislation out of committee and into a Final Reading of the full Student Senate. The Chair of the committee of referral is responsible for tracking all votes on and amendments made to legislation, to be included in their weekly report to the Student Senate.

Clause Seven: At the next regular Student Senate meeting following the First Reading of a piece of legislation, legislation will be considered by the Student Senate in a Final Reading. Amendments cannot be made to legislation in Final Reading without a motion to move legislation back into First Reading. Legislation so moved may be then moved back into Final Reading. After legislation has had its Final Reading and been discussed, the Student Senate will proceed to vote on the legislation.

Clause Eight: Legislation read in Priority Reading will be considered as if it were in Final Reading; no amendments can be made to legislation in a Priority Reading.

Clause Nine: Public testimony will be allowed on legislation in any reading during the legislative process. Time limits on public testimony in the Student Senate may be set by the President or other presiding officer.

Clause Ten: Once legislation has been passed by the Student Senate, the President has two weeks to sign it and make it effective. Two weeks after the passage of legislation it automatically becomes effective with or without the President's signature.

ARTICLE XVI - CONSTITUTIONAL CHALLENGES

Clause One: Actions by SGUAS-JC not consistent with the SGUAS-JC Constitution and Bylaws may be deemed unconstitutional and effectively repealed.

Clause Two: The constitutionality of any action by the SGUAS-JC may only be challenged in a written letter delivered to the Chair of the Rules and Finance Committee, who will present the challenge along with an official opinion to the advisors of SGUAS-JC.

Clause Three: The advisors of SGUAS-JC may deem a challenge frivolous and dismiss it.

Clause Four: The advisors of SGUAS-JC will decide whether or not the challenged action is constitutional. The advisors of SGUAS-JC will deliver their decision in writing to the Chair of the Rules and Finance Committee, who will inform the Student Senate of the advisor's decision.

Clause Five: SGUAS-JC will maintain physical and digital copies of all constitutional challenges and the advisor's responses to those challenges; these records will become precedent to guide responses to future challenges. The Chair of the Rules and Finance Committee may issue a ruling on constitutional challenges they receive if they can cite precedent justifying that ruling. The rulings of the Chair of the Rules and Finance Committee may be appealed to the advisors of SGUAS-JC.