

Attendees: Paul Grover, Stephany Haack, Adrian Canilho-Burke, Mike Stearney, Anna Goelz

Call to Order – 3:33

### **Review President Mohammad's complaint pertaining to RHAA.**

Complaint verbatim:

“Hello Student Court,

I am filing an official complaint against RHAA. If you see the attachment, the highlighted section is the passage in question. Last Spring, a piece of legislation was passed to include the election process of Committee Chairs for RHAA. However, nothing was ever passed to make the positions an actual part of RHAA.

That being said, RHAA appointed one of the three available Committee Chair positions with no intention of having the body approve them, per their Bylaws. The positions are paid, but again, they are not legitimate positions.

This inconsistency is not the only one contained within their Bylaws, but this is the one issue I'd like to file an official complaint with.

Thank you, and please contact me with questions.”

Prior to establishment of SGA Constitution SUFAC and RHAA were autonomous bodies. The intent of the Constitution was to consolidate student governance activities under the SGA “umbrella”.

There is ambiguity in RHAA Bylaws concerning voting power and membership. Distinctions between general membership, At Large membership, and RHAA Executive Board authority are not clear to the Court. It is necessary that the Court contact a representative of RHAA in order to understand the organizational structure of RHAA as well as the rationale for supposedly supereceding voting requirements in the establishment of official positions.

After reviewing Article 1, Section 4 of the SGA Constitution the Court has recognized discrepancies between RHAA Bylaws, SGA Constitutional clauses and their respective intent. The Court feels that these discrepancies need to be addressed and will take appropriate action.

### **Review Election Timeline Amendment**

Criticisms:

There was confusion as to the intent of the proposed changes of the Election timeline.

Issue of transfer of power: outgoing officials may not remain available to the incoming officials.

Solutions:

Insert clause to assure outgoing officials remain available to incoming officials through the last day of classes of spring semester. More clearly explain intent of the timeline proposal

Following SGA Senate meeting 10/29/2012 the Court has acknowledged the senatorial preference of the “14-day” election timeline amendment which previously read as:

Change the text of Article IV, Section 1, paragraph (8) from “The terms of all members, excluding those of Student Court Justices, shall expire on May 1<sup>st</sup> of each academic year.” to read, “The terms of

all members, excluding those of Student Court Justices, shall expire on the 14<sup>th</sup> day before the end of each academic year.”

This proposal has been altered slightly and the Court will present the following text to Executive Board and Senate as a constitutional amendment:

Change the text of Article IV, Section 1, paragraph (8) from “The terms of all members, excluding those of Student Court Justices, shall expire on May 1<sup>st</sup> of each academic year.” to read, “The terms of all members, excluding those of Student Court Justices, shall expire on the 14<sup>th</sup> day before the last day of classes of spring semester. All outgoing members are required to remain available to incoming members for transitional assistance through the end of the last official day of classes of spring semester.”

Draft of Court's intent with the above mentioned election amendment:

To provide incoming officials time required to become familiar with expectations and duties.

Provide a standard date that is not dependent on fixed dates but dependent on academic calendar.

Adjourn 5:40pm

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