

# BYLAWS OF BLUEPRINT

Ratified: April 6, 2017

Last Amended: March 4, 2024

## **I. ELECTIONS**

### **0. Town Hall**

1. Prior to collecting nominations for all executive roles, there should be a general meeting dedicated to reflection, concerns, and prospective changes in a town hall format with the following procedures.
2. Executive Committee gives a reflection of their semester goals and what they have achieved. These reflections are not intended to be a mark of whether or not they were successful but rather a candid explanation of what they were able to do in the role. All reflections will be made public and maintained for future semesters to see.
3. Following the reflection, there will be a club-wide discussion regarding the state of Blueprint, general concerns, and potential directions for future semesters.

### **1. Nominations**

1. Executive Committee must collect nominations for all executive roles starting at least two weeks before the day of an election.
2. Eligible members may be nominated and run for multiple positions, but they are bound to the first role they win in election.
3. A nominee must run for a position unless they withdraw their nomination before a date and time set by the Executive Committee.
4. Nominations outside the nomination period may be added at the discretion of the Executive Committee with the consent of the nominee.

### **2. Election Rules**

1. Order of elections for each role is the president, then the constitutional order of contested positions, then the constitutional order of non-contested positions.
2. Members who are graduating or intend to become permanently inactive (i.e. they do not intend to be active in Blueprint for the rest of their college career) cannot vote during their final semester. However, if they intend to

return to Blueprint after a period of inactivity, then they are eligible to vote.

3. In the case that there are more than 2 candidates running for a single position, the Executive Committee will implement instant runoff voting. A candidate is selected if they receive the majority of votes in their favor ( $> 50\%$ ). If not, the candidate with the least votes will be eliminated and the votes that went to the eliminated candidate will be allocated to the next highest candidate chosen by the voter. This will continue until a candidate receives a majority of the votes.
4. In the case that 2 candidates or less run for a position, a candidate will be elected if they receive a majority of the votes. If no candidate receives a majority vote, the candidate(s) shall leave the room to allow for group discussion that lasts 5 to 10 minutes. After this group discussion, the group shall recast votes. This will repeat until a candidate receives the majority.

### **3. Election Procedures**

#### **a. Uncontested Positions**

1. Candidate will enter the room and give a 3 minute speech.
2. After their presentation, there will be a single Q&A session that lasts 2 minutes.
3. After Q&A, the candidate will leave the room, and the attendees will discuss any concerns about the candidate they may have for up to 3 minutes.
4. There will be a form where anyone can pass on additional thoughts, concerns, or questions that they want the current Executive Committee to pass on to the candidate in their 1-on-1s.
5. Eligible voters will vote between the options Yes, No Confidence, and Abstain. Any Abstain votes are counted in the number of total votes to reach quorum, but are not counted towards or against any candidate.
6. If a majority of votes goes to No Confidence, the position is up to the discretion of the Executive Committee.

#### **b. Contested Positions**

1. All candidates for the role will leave the room at the start of the election for that role.
2. Candidates will enter the room one at a time and give a 4 minute presentation.
3. After all presentations, there will be a group Q&A session directed toward all candidates that lasts  $\text{Number of Candidates} * 2$  minutes.
4. After the group Q&A session, the candidates will leave the room, allowing for a group discussion that lasts for 5 to 10 minutes. The members should engage in a discussion focused on a candidate's fitness for the role rather than specifics of their platforms.

5. There will a form where anyone can pass on additional thoughts, concerns, or questions that they think want the current Executive Committee to pass on to the candidate in their 1-on-1s.
6. Eligible voters will vote between all the candidates, No Confidence, and Abstain. Any Abstain votes are counted in the number of total votes to reach quorum, but are not counted towards or against any candidate.
7. If a majority of votes goes to No Confidence, the position is up to the discretion of the Executive Committee.

#### **4. Adjustments to Election**

1. The Executive Team has the ability to make minor adjustments to the election rules and procedures detailed above in the interest of assuring that elections can be run within a reasonable timeframe.
2. A minor adjustment does not require an official amendment to the bylaws.
3. A minor adjustment must be agreed upon by the Executive Team. Each member of the Executive Team must have ample opportunity to voice their concerns.
4. Any member of the Executive Team may request that a change be subject to the formal bylaw amendment process.
5. Any adjustments must be communicated to all candidates and members with at least one day advanced notice of elections.

#### **Definitions**

1. A major (or non-minor) adjustment may include, but is not limited to, restrictions or changes that affect quorum or the way that voting is conducted.
2. A minor adjustment may include, but is not limited to, restrictions or changes to timing, speeches, or discussion periods.
3. Any member of the Executive Team may dispute the categorization of a proposed adjustment, subjecting the change to the traditional bylaw amendment process.

## **II. MEMBERSHIP**

### **1. Inactive Members**

1. Members may choose to become inactive at the end of each semester. They may choose to become an active member again at the end of their inactive semester, but this does not guarantee their original role is still available to them (i.e. Director of Operations member goes inactive and Blueprint recruits a new Director of Operations).
2. Members may not choose to become inactive during their first semester in Blueprint unless there are extenuating circumstances. The Executive Committee will be charged with hearing extenuating circumstances. If any member of The Executive Committee agrees with the extenuating

circumstance, then the member may go inactive. If The Executive Committee unanimously disagrees with the extenuating circumstance, then the member will be asked to reapply for their respective role during the following semester.

## **2. Transferring Teams**

1. If a member wants to switch to a role they have not previously held (between External member, developer, and designer), they must complete a shortened application process for that role at the end of the previous semester.
2. The internal application process will gauge the skillsets that vary between the previous and desired roles and will be managed by the incoming executive team.
3. In the scenario in which a transferring member is not accepted to the role they desire, then they have the option to return to their previous role or take up a complementary role in Blueprint as defined in Section 3 Complementary Roles.

## **3. Complementary Roles**

1. At the end of each semester, any member may choose to be in a complementary role for Blueprint. This includes working under The President, Internal Vice President, VP of Projects, or VP of Technology in a new role with objectives planned out by The Executive Committee member and the general member.
2. Complementary role members will present their work at general meetings like any other team.

# **III. Temporary Adoption of Co-Presidency for Fall 2020**

## **1. Election**

1. Due to the outstanding circumstances of Fall 2020, the Executive Committee will allow the election of Co-Presidents for Fall 2020 to navigate the uncharted territory that this situation presents and help better serve Fall 2020's Executive Committee and the general membership.
2. If the Co-Presidency is uncontested and receives a majority vote of No Confidence, one of the Co-Presidents may opt to re-run as a solo candidate.

## **2. The Role**

1. This will be a temporary change for the semester of Fall 2020 but will also allow the possibility and framework for an amendment if the club sees fit going forward.

2. The duties of The President are to be shared by both Co-Presidents as they see fit.

#### **IV. ASUC Sponsorship**

This organization hereby wishes to seek ASUC sponsorship. This organization adopts and incorporates by reference Schedule A of ASUC Bylaw 2201, and the same as may be amended from time by time, completely and fully as part of this constitution and its bylaws. This organization cannot amend this clause unless and until the ASUC has certified that this organization has ceased to be ASUC-sponsored, all ASUC property has been returned to the ASUC, access to all ASUC resources and facilities has been relinquished, and any debts, liabilities, or other responsibilities to the ASUC have been resolved. This organization will continue to be bound by any provisions specified in Schedule A for actions it took while this clause was in effect, even if this clause is amended.

##### **Schedule A**

1 This organization is organized and operated exclusively for nonprofit purposes. The property of this organization is irrevocably dedicated to the purposes specified in its primary governing document and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

2 This organization recognizes that current or past ASUC sponsorship or funding does not imply a guarantee of continued or future sponsorship or funding and that status as a university registered student organization does not guarantee status as an ASUC-sponsored student organization or ASUC funding.

3 The ultimate constitutional, budgetary, and policy making authority of this organization shall be vested entirely and exclusively in ASUC members, at least a majority of whom shall be undergraduate students. Only ASUC members may hold officer positions in this organization. This section shall not be interpreted to prevent non-ASUC members from holding advisory positions in the organization.

4 This organization is not a unit of the ASUC or of the University of California. Unless otherwise specified in its primary governing document, this organization shall be considered an unincorporated association organized under the laws of California.

5 All funds, facilities, and resources allocated or provided to this organization by the ASUC (including the Graduate Assembly) during the term of its sponsorship shall remain the property of the ASUC at all times. If the organization ceases to be sponsored or ceases to exist, all ASUC property and unspent funds shall be immediately returned to the ASUC (including the Graduate Assembly).

5.1 Any property [## other long term property / subscriptions] purchased by this organization using funds provided to it by the ASUC (including the Graduate Assembly) shall be the property of the ASUC. The ASUC shall retain

ownership proportional to its contribution in any property purchased partially with ASUC funds.

6 This organization may use funds, facilities, and resources allocated or provided to it by the ASUC (including the Graduate Assembly) only for purposes which promote the general welfare of the student body and which are not inconsistent with the meaning of United States Internal Revenue Code section 501(c)(3).

6.1 Funds, facilities, and resources allocated or provided to this organization by the ASUC (including the Graduate Assembly) shall not be used to participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office or for activities which primarily consist of carrying on propaganda, or otherwise attempting to influence legislation.

7 This organization shall follow all regulations found in the ASUC Constitution and Bylaws during the term of ASUC sponsorship.

8 All disputes involving this organization may be resolved by mandatory binding arbitration through the ASUC Judicial Council.

8.1 The ASUC Judicial Council shall operate in accordance with the ASUC Constitution and the Judicial Council Rules of Procedure.

8.2 The ASUC Judicial Council shall have the power to order any remedy it sees fit. Mandatory binding arbitration may be initiated against the organization by:

8.2.1 Any member of this organization

8.2.2 Any member of the ASUC

8.2.3 Another ASUC-sponsored organization, the ASUC, or any unit of the ASUC

8.2.4 A unit of the University of California, with the consent of the ASUC Judicial Council

8.2.5 Any other person or entity, with the consent of this organization and the ASUC Judicial Council.

9 This organization shall defend, indemnify and hold the ASUC, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of this organization in relation to its relationship with the ASUC, except for injuries and damages caused by the sole negligence of the ASUC.

10 All officers and authorized representatives of this organization are individually and jointly responsible for the financial obligations of the organization to the ASUC, incurred by this organization during the tenure of the officer or authorized representative. This shall include any damage or defacement of ASUC property.

11 All books and records of this organization shall be subject to inspection by the ASUC Judicial Council, ASUC Chief Financial Office, ASUC Chief Legal Officer, and ASUC professional legal counsel. These individuals may make copies and extracts of such records.

12 Upon the dissolution or winding up of this organization, its assets remaining after payment, or provision for payment, of all debts and liabilities shall be distributed to the ASUC, unless the primary governing document of the organization has specified some other nonprofit fund, foundation or corporation, which is organized and operated exclusively for charitable or educational purposes, to receive such funds. In the event that the designated organization no longer exists or has ceased to be a non-profit organization, the distribution shall be made to the ASUC.

14 This organization shall be considered dissolved if it is inactive and (a) fails to register as a student organization with the University for more than five full academic years or (b) it ceases to have any members. The ASUC shall have the authority to wind-up the affairs of this organization in such case, but shall not assume any responsibility for any debts or liabilities of this organization.